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The Black Art of our Land Tenure

By
Lona Ingham Robinson

HERMOSA BEACH
OCTOBER 1914

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Reprinted from the Singletax issue
of "Everyman"

INV. 1916

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The Black Art of Our Land Tenure

IN childhood days we were enthralled by marvels of fairy lore; how opulence poured in upon him of the Fortunatus cap; a table of dainties set with damask and silver appeared at the bidding of Aladdin's magic lamp, or a noble palace sprang up in a night. And tho we no longer dwell with those wizards, gnomes and genii, believe not that we have parted company with magicians or that we escape their spells and enchantment. The sorcery which we encounter every day is quite as mysterious and far more sinister. For are there not myriads of truly gnomes and genii today, under the strange spell of invisible talismans, doomed to spend their lives toiling at forge and loom, in forest and field, on dizzy heights of steel con-

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structions, or down in the depths of mines? They scurry to and fro from their work, early and late, at the command of the real conjurors, who, without lifting a hand, may absorb the fruits of all this labor, making no return.

What necromancy dooms the many to grind that the few may be glorified? The spell of the title-deed, giving to its possessors exclusive dominion over the earth upon which all must live. By this power some can exclude all others from the land except on terms of severest labor. The real Aladdin says, "Would you live on my earth? Then fetch and carry and dig and hew and weave and build for me, and unless you are highly skilled I will give you back of the wealth you create only enough to keep you in working strength; your wife also must come under the same terms and your little children." Thus they who own the title-deeds of a county can make its laws and command all the rest.

GENESIS OF LAND TITLES

When a feudal baron, with armed followers, was able to conquer enough neighboring territory, he could get himself made king; then he became not only a law-giver and task-master, but was the source of all future transfers of any portions of his realm. All English title-deeds date from the Norman conquest, original grants from William the Conqueror. Our American titles are based on charters from English, French or Spanish kings, whose own titles originally rested on force or fraud. Nor are our claims from the aboriginal Indians a whit less questionable. And since all titles to land transmitted down the long file of heirs and successors to the owners of today are no better than the first, the pedigree of our land tenure system shows the bar sinister; it is outside the pale of moral law, and though hoary with age has no claim to respect. Moreover, while the long course of development in industrial inventions, in science and the arts have strewn the way with cast-off crudities of past centuries, while the Grecian galley, the Roman chariot, the tallow dip, the ancient spindle are gone, while alchemy, astrology, and ancient "physicks" are hustled contemptuously into oblivion, our moldy up-side-down land system, companion to all these things, is still treasured as the Ark of the Covenant.

OUR AMERICAN KINGS AND BARONS

Tho we have no armed hordes under medieval lords carving out with the sword fiefs and provinces and setting up a string of forts around their borders, we have flocks of hawk-eyed speculators alighting down in advance of the tide of population and securing such prizes as mines, forests, farm and oil lands, water-power, town-sites, city lots and seaboards for mere nominal sums. We do not have Carlovingian, Danish, or Norman kings conquering by area, and to some extent responsible for the protection of their subjects, but we have railroad kings, oil kings, copper kings, coal barons, etc., who only deign to acquire the choicest pickings from our natural treasury. Nor do they, in return for this exclusive possession of the best of our national domain, incur to any considerable extent the medieval obligation which the feudal lord owed to his sovereign for like favors. They pay but trifling taxes on estates classed as wild land, and are absolute monarchs on their own territory, since they alone are the dispensers of jobs to the thousands who must work.

Was there ever more regal authority than that recently displayed in the Trinidad mining possessions in Colorado? Even to hiring gun men to shoot the miners down. The vast tracts of valuable land held out of use in California by the Miller-Lux Company, the Harriman heirs, the railroad companies, Harrison Gray Otis and others, cause an artificial price for all land not so cornered; it drives workers into the cities to compete with each other for wages. Where the Southern Pacific owns the sea coast and monopolizes wharfage, even the pebbles daily tossed up by the eternal ocean are sold at a dollar a load! With only flimsy title-deeds these overlords conjure the labor out of men, women, and children!

That our Rockefellers, Schwabs and Guggenheims believe in the "divine right of kings" is not strange, but how can the millions fenced out see any fairness in it? Man's first necessity is access to the earth; were but two people upon our planet, they would have an equal right to it all. With two billions, the equal right remains just the same.

HOW TO MAINTAIN THIS EQUAL RIGHT

In every ology we have made better progress than in sociology. Every other economy has gone ahead of political economy. Why? Because those profiting by the present land system control the colleges and the instructors who write the books supposed to teach it. Political economy should be the science treating of the equitable distribution of wealth. And as land is the source of all wealth, this science should first treat of the equitable distribution of land. That which was systematized by Henry George over thirty years ago may be illustrated thus: Suppose a few hundred people obtain access to a fertile, uninhabited island and set out to colonize it. They recognize that all sites or selections cannot possess equal advantages, that some will be wooded, some not, some high, some low, near water or otherwise, some near centers of trade, some far out, some large, some small, and so on. They inspect and make a plat of the grounds and each family or adult person makes a selection with the full understanding that while the whole island belongs to all, the various locations must necessarily vary in desirability or become more valuable with the increase of people. So the colonists equalize their holdings something like this:

The least desirable or perhaps the smallest lot or site in use will be taken as a basis to compute all the others by. Recognizing that the occupant of this least advantageous site has left all the better or bigger locations for the others, or has had it left to him by others, while the whole is as much his as theirs, it is agreed that he shall occupy his holding free. All the others, having better locations, agree now to pay annually into the collective fund sums equal to the advantage, expressed in money, their sites have over the poorest site in use. This collective fund would represent all the various inequalities of all the holdings, sliced off as it were; it would be the sum of the various advantages in excess of the poorest lot in use.

Now that these various inequalities are taken off, paid into the public fund, the colonists all stand practically alike in their holdings. They have paid all the excess values into the treasury. When this fund is straightway used for public purposes, roads, schools, fire protection, town hall, library, etc., in which all share alike, they have worked out triumphantly the problem of equal rights to the use of the island. As years go on and increase of population and trade increase the values of all their holdings, their public fund grows larger just in proportion as they need more improvements. So, their land values being sufficient for their expenses, no other taxes are thought of. Whatever private means the colonists brought with them or earned by labor afterward are neither listed nor rated. Every one has the worth of what he was assessed for the use of his location. This assessment is what he pays all the other co-owners for exclusive use of his apportionment. He is paying his singletax. Can we imagine that anybody clamored to import a landlord so they could pay ground rent to him? But suppose some neighboring king or kaiser should swoop down with a fleet and subjugate this happy island, leave a force of tax-gatherers, a garrison of "protectors" and sail away. Henceforth they are tribute payers to an absentee landlord, the same as the metropolitan dwellers on Manhattan Island are tribute payers to the Astor family in England.

Or, perhaps, one of the colonists by performing some service for this king receives in return a charter or title deed for this island and should then appropriate the land rentals himself, or sell the land in parcels to others, who would in turn lease or sell; the colonists, whether under one absentee landlord or resident landlords, would have lost their land values just the same, lost the sum which used to pay their public expenses. Just so are we deprived of what would pay all our public expenses if the resident and absentee landlords did not sluice it off in rentals and cash prices by the power of their land titles. Paid to them it is tribute. When it is retained by the people for their public expenses as the land values of the colonists' island was retained, it will be the singletax.

Therefore it is idle to waste breath arguing that a tax on land values only would not meet our public expenses, and hence we do not want the singletax. We are paying what should be the singletax now, all the time, in every price or lease value of a piece of land. We are paying the singletax now to landlords. What we want is to pay it into our public treasuries and get the good of it. The vast aggregation of all land values sapped up by the few who thus hold the power to employ or not to employ, to pay well or ill, is the source of all poverty. So close it is to us that many see it not. And that is why the Federal Industrial Commission gets no answer to the oft repeated question, "What is the cause of our industrial unrest?"

Oh, that the answer could be shouted from the house tops: "It is the black art of our land tenure!"

2

CERTIFICATE OF INCORPORATION

AND

BY-LAWS

OF THE

Sausalito Land and Ferry Company

SAN FRANCISCO:
EDWARD BOSQUI & CO., PRINTERS, LEIDESDORFF STREET, COR. CLAY.
1869.

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1869.

CERTIFICATE OF INCORPORATION

OF THE

Sausalito Land and Ferry Company.

We, the undersigned, citizens of the State of California, desiring to form a Company for the purpose hereinafter specified, to be incorporated under the provisions of the Act of the Legislature of the State of California, entitled "An Act to provide for the formation of Corporations for certain purposes," approved April 14th, 1853, and all Acts amendatory thereof and supplementary thereto, do certify as follows:

First—The corporate name of said Company shall be "*Sausalito Land and Ferry Company.*"

Second—The objects and purposes for which said Company is formed are to engage in and carry on the trade, business and commerce of buying and selling real estate and personal property in the City and County of San Francisco and in the County of Marin and elsewhere in the State of California, improved or unimproved and encumbered or unencumbered. Of leasing, renting, letting, using and otherwise making profit from real and personal estate and disposing of any real and personal estate, and any improvements thereon, having authority to raise a fund for all the objects and purposes in this certificate mentioned, and to pay off all incumbrances on any property of the Company, and all its debts and obligations. Of improving lands so purchased or leased, and erecting buildings, works, warehouses, wharves, and other structures thereon; laying out and constructing bridges, roads, avenues, and streets; surveying and laying out parks, blocks and lots; constructing and carrying on, to, through and upon and from said lands, plankroads, turnpike roads and railroads; building flumes, aqueducts, dams, reservoirs and other works and structures appropriate to the supply and distribution of water. Of collecting, distributing and selling water. Of purchasing, procuring, recovering, reclaiming, filling in and improving lands under water in the counties aforesaid. Of establishing, maintaining and conducting one or more ferries between the County of Marin and any other near or adjoining county. Of constructing and conducting one or more dry-docks or structures for wharf and dock purposes. Of carrying on the warehouse business and conducting of shipyards and building ships and vessels. Of purchasing or otherwise procuring and using any and all franchises, rights and privileges, and of selling, leasing or otherwise disposing of the same; and also of contributing to, aiding or uniting with others in the execution and performance of and carrying on any or all of the above mentioned objects and acts; and generally of establishing and carrying on all or any of the above mentioned departments of trade, business or commerce to such extent and on such terms and in all such branches and modes as are or may hereafter be allowed by law, with all the powers, right and authority necessary, appropriate or incident to the purposes and objects above mentioned, and each of them and serviceable or desirable in carrying out such objects and purposes or any of them.

Third—The amount of capital stock of said Company shall be three millions of ($3,000,000) dollars, to be divided into six thousand shares of five hundred ($500) dollars each.

Fourth—The limit of existence of said Company shall be fifty years.

Fifth—The number of the Trustees of said Company shall be seven, and the persons selected to serve as such trustees, and manage the affairs of the Company for the first three months from its existence are Maurice Dore, Joseph P. Thompson, Leonce Girard, John L. Romer, Charles H. Harrison, J. E. de la Montagnie, and H. B. Platt.

Sixth—The principal place of business of said Company shall be located in the City and County of San Francisco, State of California.

In witness whereof, we have hereunto set our hands and seals this 27th day of September, A. D. 1869.

C. H. HARRISON, [L.S.]
L. GIRARD, [L.S.]
J. E. de la MONTAGNIE, [L.S.]
MAURICE DORE, [L.S.]
JOSEPH P. THOMPSON, [L.S.]
H. B. PLATT, [L.S.]
H. A. COBB, [L.S.]
JOHN CURREY, [L.S.]
J. L. ROMER, [L.S.]

Sealed and delivered in presence of

GEORGE C. WALLER.

Acknowledged before George C. Waller, Notary Public.

Filed in the office of the County Clerk of the City and County of San Francisco, October 2d, 1869. Certified copy filed in the office of the Secretary of State, October 4th, 1869.

182465

PREAMBLE.

The Corporators of "THE SAUSALITO LAND AND FERRY COMPANY," a Corporation duly incorporated under the laws of the State of California under the foregoing Certificate of Incorporation, for the organization of the Company, the management of its property, the regulation of its affairs, the transfer of its stock and for carrying on all kinds of business within the objects and purposes of the Company, do adopt the following

BY-LAWS.

ARTICLE I.

MEMBERS.

The members of this Company shall be its Incorporators or their assigns, and such other persons as may subscribe for and receive or become purchasers of, or hold one or more shares of the Capital Stock.

The original subscribers for Stock shall sign these By-Laws, and thereafter they and their assigns shall be bound by the laws and regulations of this Association.

ARTICLE II.

OFFICERS.

The corporate powers of this Company shall be vested in a Board of seven Trustees. The officers of the Company shall be a President, Vice-President, Secretary and Treasurer, who shall be appointed by the Board, and such other officers and agents as the Board may deem necessary. The President, Vice-President and Treasurer must be members of the Board of Trustees.

ARTICLE III.

ELECTION OF TRUSTEES.

The Trustees shall be elected by ballot at the annual meeting of the Stockholders, or as soon thereafter as possible, to serve for one year from the regularly appointed day for such meeting and until their successors are elected.

Such election shall be held at the regular office of the Company, or at such place as the Board of Trustees may direct. Their term of office shall begin immediately after election; but no person shall be eligible as Trustee unless he resides in the State and owns at least fifty shares of the Capital Stock of the Company.

Should there be a failure to hold such election on the day of the regular annual meeting for want of a quorum, to wit: the presence of persons holding or representing a majority of the Stock, or from neglect to give the proper notice or other cause, such meeting shall be postponed from day to day until an election be held, or until some future day, of which due notice shall be published.

ARTICLE IV.

VACANCIES.

Vacancies in the Board of Trustees shall be filled by the Trustees or Trustee remaining in office, and persons so appointed shall be entitled to hold office until the next annual election.

Any Trustee may be removed from office by a majority vote of the Board, upon a written request signed by those representing two-thirds of the Capital Stock.

ARTICLE V.

MEETINGS.

The annual meeting of the Stockholders shall be held on the second Wednesday in January, and all meetings of the Stockholders shall be held at the office of the Company, or at such other place as may be selected by the Trustees. Notice of the time and place of any such meeting, of at least twenty days, shall be given in some daily newspaper in San Francisco of large circulation.

At such meetings, a majority of all the Stock shall be represented and necessary to constitute a quorum for the transaction of business. Each share of the Capital Stock, as the same stands represented on the books of the Company, shall be entitled to one vote, which may be cast either in person or by proxy; the instrument of proxy to be deposited with the Secretary.

The Secretary shall call a meeting at any time upon a written request signed by the representatives of two-thirds of the Capital Stock.

The regular meetings of the Trustees shall be held on the second Tuesday of each month at 2 o'clock P. M, at the office of the Company, unless a different time and place be fixed by the Board. Special meetings may be had at the call of the President.

ARTICLE VI.

POWER AND DUTIES OF TRUSTEES

The Trustees shall have power:

To call meetings of the Stockholders when they deem it necessary, giving such notice as the exigency of the case will admit; and they shall call a meeting at any time upon the written request of Stockholders holding one-third of all the Capital Stock.

A majority of the Trustees may call a meeting of the Board at any time in the absence, sickness, disability or refusal of the President and Vice-President so to do.

They shall have power to appoint and remove at pleasure, officers, agents and employees of the Company, prescribe their duties, fix their compensation, and require from them security for faithful service. To make rules and regulations not inconsistent with the laws of the State of California, or the By-Laws of the Company, for the guidance of the officers and management of the affairs of the Company.

They shall have power to levy assessments at such times and of such amounts as may in their judgment be necessary for managing the affairs, paying the debts and carrying on the business of the Company, and for meeting such requirements and exigencies as may occur, not to exceed one-eighth of one per cent. on the amount of the Capital Stock in any one assessment, unless the consent of those holding two-thirds of the capital stock be first obtained.

The notice of such assessment, and notice of sale in case of default of payment, and the sale of shares for delinquent assessments, shall be made and conducted as directed by the Board of Trustees ; provided such direction shall in all matters conform to the existing laws on the subject.

They shall hold and manage the property of the Company, and carry on its operations with power to make such improvements on real estate and other property as may be necessary for its care and preservation, and profitable use.

They shall have power on a majority vote of all the Trustees, to make purchases of lands, tenements and appurtenances, and other property, for the benefit of the Company for cash, or on such credit and on such terms as they may deem expedient; provided, that with the exception of procuring the lands, ferry, ferrry boats and other property of the Sausalito Land and Ferry Company no further purchase of land or steamboats shall be made unless concurred in by the holders of two-thirds of the stock.

They shall also have power to sell, rent, and lease any lands or property of the Company, and pay off any liens or incumbrances that may exist thereon ; and to borrow money or take such other steps as may be necessary for that purpose, or to meet any other wants and requirements of the Company.

They shall also have power to perform such other acts as may be necessary in the regulation and conduct of the affairs of the Company, and in carrying out the objects thereof, set forth in the Certificate of Incorporation ; and in the exercise of their said powers they shall have the right to order the execution of such bonds, deeds, mortgages, contracts and other instruments and perform such other acts as may become necessary or advisable.

It shall be the duty of Trustees :

To cause to be kept a complete record of all their minutes and acts, and of the proceedings of the Stockholders, and present a full statement at the regular annual meeting of the Stockholders, showing in detail the assets and liabilities of the Company, and generally the condition of its affairs. A similar statement shall be presented at any other meeting of the Stockholders, when thereto required by persons holding at least one-third of the Capital Stock of the Company.

To declare dividends out of the surplus profits whenever the same can be safely and consistently done; provided, however, that no dividends shall be made unless the Company shall be substantially free from debt, except such indebtedness as is secured upon the property of the Company.

It shall also be their duty to supervise all the officers and agents, and see that their duties are properly discharged; to require the Secretary and Treasurer to keep full and accurate books, and to prescribe the form and mode of keeping such books, and to require the Secretary and Treasurer to render full statements of the affairs of the Company.

ARTICLE VII.

PRESIDENT AND VICE-PRESIDENT.

The President shall have a general supervision and care over the property and the concerns of the Company, and give close attention to the same. He shall preside over the meetings of the Board of Trustees and of the Stockholders.

He shall sign, as President, all Certificates of Stock and all contracts, notes, deeds, mortgages, bonds, releases, and other instruments of writing which have been first approved or ordered by the Board of Trustees, unless the Board should direct otherwise. Before signing any certificate it shall be his duty to see that the preceding certificates are cancelled. He shall countersign all warrants on the Treasurer. He shall be entitled to vote at all meetings of the Board or the Stockholders, and shall be *ex-officio* a member of each Standing Committee.

The seal of the Company may be affixed by the President or Secretary.

It shall be the duty of the Vice-President to assist the President in the general care and supervision of the Company, to examine and satisfy himself of the correctness of all accounts and returns handed in, to see that the accounts of the Secretary, Treasurer and book-keepers are correct. and in the absence or disability of the President to perform his duties and exercise his powers.

ARTICLE VIII.

TREASURER.

It shall be the duty of the Treasurer to safely keep all moneys belonging to the Company, and to disburse the same in conformity with the By-Laws of the Corporation and the orders of the Board of Trustees.

To render at each monthly meeting of the Trustees a statement of his accounts, with proper vouchers, and at the annual meeting of the Stockholders in January a complete summary of them.

He shall make no payment, except on a check or warrant drawn by the Secretary and countersigned by the President.

He shall discharge such other duties as pertain to his office, and are prescribed by the Board of Trustees.

ARTICLE IX.

SECRETARY.

It shall be the duty of the Secretary to keep a record of the proceedings of the Board of Trustees and of the Stockholders.

He shall keep the book of blank Certificates of Stock, fill up and countersign all Certificates issued, and make the corresponding entries in the margin of such books of such issuance.

He shall keep a proper Transfer Book, and a Stock Ledger in debit and credit form, showing the number of shares issued to and transferred by any Stockholder, and the dates of such issuance and transfer.

He shall sign all checks drawn on the Treasurer, keep proper account books, and discharge such other duties as pertain to his office and are or may be prescribed by the Board of Trustees.

He shall keep the Corporate Seal, take charge of all books, records and papers of the Company, without the power of removal of the same from the office of the Company unless by order of the Trustees. On the second Monday of each month he shall present to the Board of Trustees an account of the monthly expenditures and receipts, showing a correct account of the financial affairs of the Company at that time,

He shall keep all other books that may be necessary,and perform all other duties pertinent to his office and that may be prescribed by the Trustees.

ARTICLE X.

BOOKS AND PAPERS.

The books and such papers as may be placed on file by order of the Stockholders or Trustees shall at all times, in business hours, be subject to the inspection of the Board of Trustees and of any Stockholder.

ARTICLE XI.

FINANCE COMMITTEE.

A Committee of Finance shall be appointed by the Board to examine, at least monthly, the books and accounts of the Secretary, to ascertain by counting, the amount of cash on hand, to satisfy themselves of the amount in bank to the credit of the Company, and to examine into the value of the bills receivable, and report upon all the same to the Trustees in writing. They shall also perform all the duties of an Auditing Committee.

ARTICLE XII.

CERTIFICATE OF STOCK.

Certificate of Stock shall be of such form and device as the Board of Trustees may determine, and each Certificate shall be signed by the President and countersigned by the Secretary, and express on its face its number, date of issuance, the number of shares for which, and the person to whom it is issued.

Several Certificates may be issued to the same person, provided, that in the aggregate they do not exceed the number of shares belonging to such person.

The Certificate Book shall contain a margin on which shall be entered the number, date, number of shares and name of the person expressed in the corresponding Certificate and the proper receipt for such stock.

ARTICLE XIII.

TRANSFER OF STOCK.

Shares of the Stock of the Company may be transferred at any time by the holders thereof, or by attorney legally constituted, or by their legal representatives, but no transfer shall be valid until the surrender of the certificates and the acknowledgment of such transfer on the books of the Company, subject to its By-Laws: provided, that on satisfactory proof being made to the Board of Trustees that any Certificates of Stock are lost or destroyed, and that the same have not been indorsed or transferred, the Board may in its discretion, and on receiving a proper bond of indemnity (in case the Board shall deem a bond necessary), direct the transfer of such stock, or the issuance of new certificates, or both, according to the nature of the case, as in other cases where the certificates are surrendered.

The surrendered certificate shall be cancelled by the Secretary before a new certificate is issued in lieu thereof: and, provided also that no transfer of any shares of stock shall be made upon which any assessments are then due and unpaid.

ARTICLE XIV.

AMENDMENTS.

The holders of a majority of the Stock may, at any meeting, alter or amend these By-Laws in any respect not inconsistent with law, or the Articles of Incorporation of the Company. But Article VI. cannot be altered or amended, except by a vote of two-thirds of the stock, at a meeting of the Stockholders called, upon at least twenty days notice duly published, expressing the object to be an alteration or amendment of the By-Laws, or at the regular annual meeting.

CONFIRMATION

BY THE

U. S. LAND COMMISSIONERS

OF

THE CLAIM OF A. A. RITCHIE

TO THE

RANCHO OF SUISUN,

THE GRANT AND DOCUMENTS RELATING THERETO—ARGUMENT IN THE CASE, AND OPINION OF

COMMISSIONER THORNTON.

NTED AT THE HERALD OFFICE, MONTGOMERY STREET.
1853.

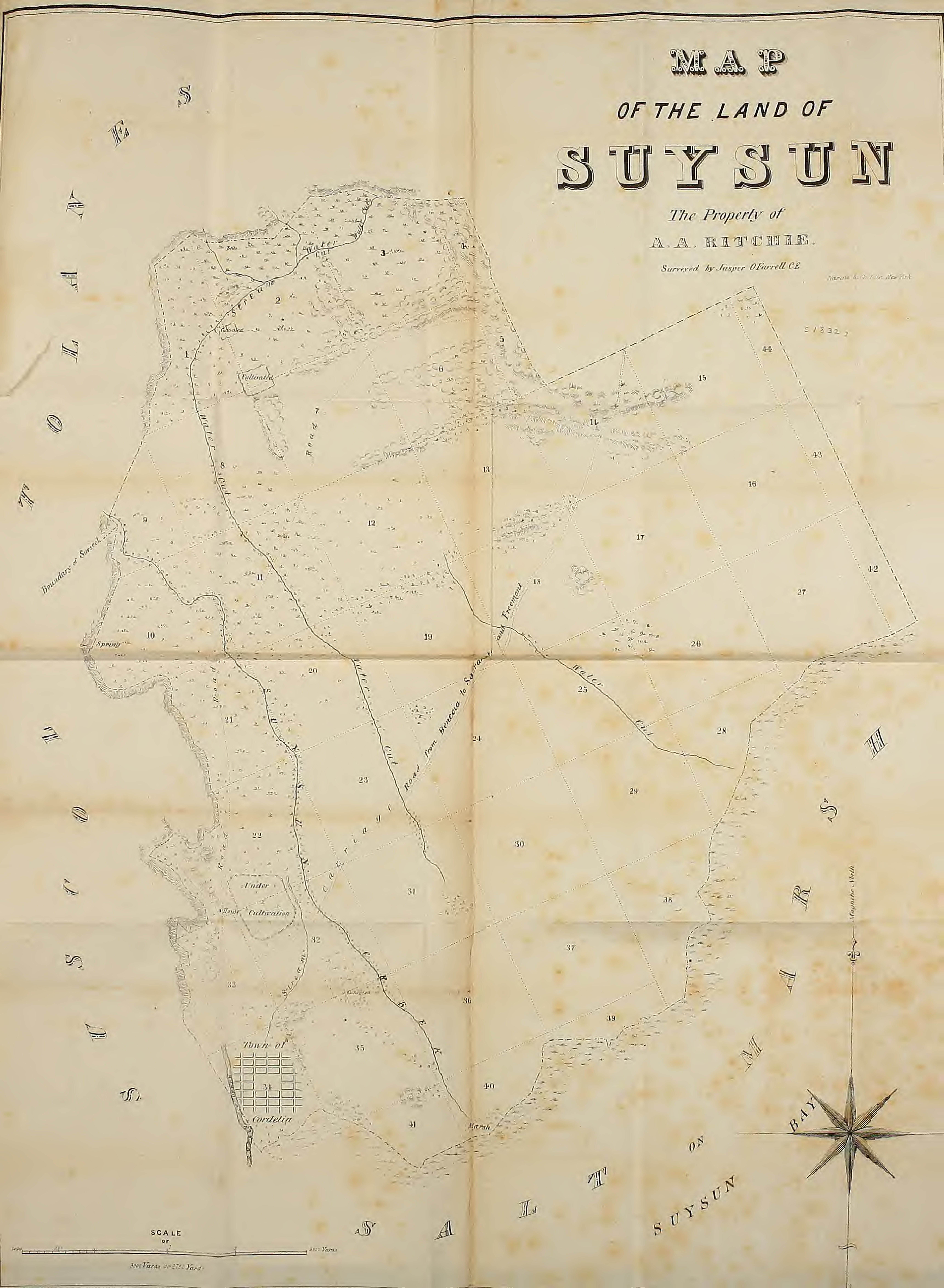
MAP
OF THE LAND OF
SUYSUN

The Property of

A. A. RITCHIE.

Surveyed by Jasper O'Farrell C.E.

Sarony & Co. Lith. New York


[1832]
TOLENAS
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SALT MARSH
ON
SUYSUN BAY
Magnetic North
Boundary of Suscol
Spring
Stream
Water Cut
Cultivated
Road
Carriage Road from Benecia to Sonoma and Freemont
Creek
Under Cultivation
House
Town of Cordelia
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SCALE
OF
1000
3000 Varas
3000 Varas or 2750 Yards

CONFIRMATION

BY THE

U. S. LAND COMMISSIONERS,

OF

THE CLAIM OF A. A. RITCHIE

TO THE

RANCHO OF SUISUN,

THE GRANT AND DOCUMENTS RELATING THERETO—ARGUMENT IN THE CASE, AND OPINION OF

Harry Innes

COMMISSIONER THORNTON.

PRINTED AT THE HERALD OFFICE, MONTGOMERY STREET.
1853.

STAMP FIRST—SIX DOLLARS.

Provisionally authorized by the Maritime Custom House of Monterey for the years 1839 and 1840.

(Signed) ANTONIO MARIA OSIO.

(Signed) ALVARADO.

Good for the year 1842.

(Signed) ANTONIO MARIA OSIO.

(Signed) ALVARADO.

[CUSTOM HOUSE SEAL OF MONTEREY.]

JOHN B. ALVARADO, Constitutional Governor of the Department of the Californias:

WHEREAS, the native, Francisco Solano, for his own personal benefit and that of his family, has asked for the land known by the name of Suisun, of which place he is a native, and Chief of the Tribes of the frontiers of Sonoma, and being worthy of reward for the quietness which he causes to be maintained by that unchristianized people, the proper proceedings and examinations having previously been made as required by the laws and regulations; using the powers conferred on me in the name of the Mexican Nation, I have granted to him the above mentioned land, declaring to him the ownership of it by these presents; it being subject to the approbation of the Most Excellent Departmental Junta, and to the following conditions, viz:

1st. He may enclose it without prejudice to the crossings, roads, and servitudes, and enjoy it freely and exclusively, making such use or cultivation of it as he may see fit, but within one year he shall build a house, and it shall be inhabited.

18,2465

2d. He shall ask the magistrate of the place to give him juridical possession of it in virtue of this order, by whom the boundaries shall be marked out, and he shall place in them, besides the land-marks, some fruit or forest trees of some utility.

3d. The land herein mentioned is to the extent of four "sitios de ganado mayor" (four square leagues), with the limits as shown in the map accompanying the respective Expediente. The magistrate who gives the possession will have it measured according to ordinance, leaving the excess to the nation, for its convenient uses.

4th. If he shall contravene these conditions, he will lose his right to the land, and it may be denounced by another.

In consequence, I order that the present title be held as firm and valid, that note be taken of it in the proper book, and that it be given to the party interested for his security and other purposes.

Given at Monterey, this twenty-eighth day of January,
one thousand eight hundred and forty-two.
(Signed) JOHN B. ALVARADO.
(Signed) Manuel Jimeno, Secretary.

Note of this Despatch has been taken in the book of entries of grants of Vacant Lands, page 9.
(Signed) JIMENO.

His Excellency the Governor has directed that this grant be noted in the Prefecture of the 1st District.
(Signed) JIMENO.

Let the note be taken.
(Signed) ESTRADA.

Note has been taken of this superior Title in the respective Book of this Prefecture.

Monterey, February 4th, 1849.
(Signed) JOSÉ MARIA CASTAÑARES,
Secretary *ad interim*.

Pio Pico, Governor *ad interim* of the
Department of the Californias:

The Honorable Departmental Assembly, in session this day, passed the following:

"Approved, the grant made by the Supreme Government of "the Department by title legally issued under date of 28th of

"January, 1842, in favor of the native, Francisco Solano, of the "place known by the name of Suisun, situate in the jurisdiction "of Sonoma, in conformity with the law of 18th of August, "1824, and article 6th of the Regulation of the 21st of November, 1828."

And for the security of the party, Francisco Solano, I thus make it known.

Given in the City of Los Angeles, on this common paper, for the want of stamped paper, October third, one thousand eight hundred and forty-five.

(Signed) PIO PICO.

(Signed) Jose Maria Covarrubias.

BEFORE THE U. S. LAND COMMISSIONERS,

NO. 3.

IN THE CLAIM OF A. A. RITCHIE

TO

THE RANCHO OF SUISUN.

ARGUMENT,

By H. W. Halleck, of Counsel for Claimant.

The Petition in this case sets forth, that on the 28th day of January, A.D. 1843, Juan B. Alvarado, Governor of California, by virtue of authority in him vested, granted to Francisco Solano a certain tract of land known by the name of "Suisun," situate in the then jurisdiction of Sonoma, and the now County of Solano, comprising four "sitios de ganado mayor," or 4 square leagues, as shown in the map accompanying the Expediente, and as described in the title:

That on the 3d day of October, A. D. 1845, the Departmental Assembly of California approved the said grant:

That on the 10th day of May, A. D. 1842, the said Solano sold and conveyed the said tract of land to M. G. Vallejo.

That on the 29th day of August, 1850, the said M. G. Vallejo and wife sold and conveyed the said tract of land to the petitioner, Archibald A. Ritchie.

That the petitioner and those under whom he holds have been for more than ten years, and that the petitioner now is, seized and possessed of the said tract of land.

In support of the petition aforesaid, the claimant has put in the original deed of grant by Juan B. Alvardo, dated on the 28th day of January, A. D. 1842, in and by which deed of grant the land claimed in the petition is set out and granted in ownership to said Francisco Solano, subject to the approbation of the Departmental Assembly, and reciting the *conditions* (as they are called) usually found in grants made in California.—The signature of the Governor, Juan B. Alvarado, of the Secretary, Manuel Jimeno, of the Prefect, Estrada, and of the Secretary of the prefecture, José María Castañares, to this original grant, are proved to be genuine by good and competent witnesses.

The petitioner, in further support of his claim, has put in a paper purporting to express the approval of the Most Excellent Departmental Assembly, on the 3d day of October, A. D. 1845. The signatures of the Governor, Pio Pico, and of the Secretary, José Maria Covarrubias, to this approval, are duly proved to be genuine.

The petitioner in further support of his claim, has filed a copy of the Expediente, on file in the archives of the former Government, and now in the possession of the Surveyor General of the United States for California, containing the original petition of Francisco Solano to the Military Commander, dated January 16th, 1837, asking for a grant of the aforesaid tract of land, with a provisional grant of this land by said Military Commander to Solano, and a direction that he solicit from the Government the formal or usual title. This provisional grant of the Military Commander is dated January 18th, A. D. 1837. The Expediente also contains a petition of Solano to the Governor for a grant of this land, dated January 15th, 1842, and a decree purporting to be made by Governor Juan B. Alvarado, dated Monterey, January 28th, A. D. 1842, declaring said Francisco Solano, for his merits and services, owner of the place called "Suisun" to the extent of four "sitios de ganado mayor," and directing the corresponding title to be made out. The Expediente also contains a full copy of the title which has been presented and proved as aforesaid. In this Expediente is also found the map or plan presented by Solano and referred to in the title papers; and also a record of the proceedings of the Departmental Assembly on the 3d day of October, A. D. 1845, declaring the title to have been legally granted, and approving the same.

In further support of his claim, the petitioner has filed the deed of transfer from Francisco Solano, dated the 10th day of May, A. D. 1843, and made as a public act before the Magistrate of the then jurisdiction of Sonoma ; the signatures and due execution of which have been proved by good and competent evidence.

The petitioner has also filed the original deed of conveyance from M. G. Vallejo and wife to this petitioner, dated the 29th day of August, A. D. 1850, which is duly executed and acknowedged under the seal of a Notary Public.

All the above mentioned documents are perfect and complete, and free from all doubt and suspicion, and the Law Agent admits their genuineness.

It is also proved by good and competent testimony, that Solano was put in possession of the land now claimed by this petitioner, in the year 1837, by the Military Commander of the Northern Frontier and Director of Colonization, as the duly authorized officer of the Mexican Government ; that Solano built upon the land a large dwelling house, a number of large store houses, and numerous smaller houses and huts for his people and retainers ; that he enclosed and cultivated large portions of said land, and raised large crops of grain and vegetables, and occupied other portions of the land with his herds of cattle and horses ; that after receiving the grant of the said land in ownership in 1842, he duly applied for a survey and juridical possession, which were made and given in due form of law by the proper Magistrate in the year 1842 ; that the land was duly measured and the boundaries marked out, and the formal possession given to Solano ; that the record of said survey and juridical possession was duly made out, signed and deposited in the archives of the Alcalde's office in Sonoma ; that in the year 1846 these archives were carried away and partially destroyed, or at least never returned ; that the land now claimed by the petitioner is just 4 "sitios de ganado mayor," as marked out in the map of survey, and is all included within the limits of the possession given to Solano by the Military Commander and Director of Colonization in 1837, and by the Magistrate in 1842.

In fine, the fulfilment of every condition of the grant has been fully proved by good and competent evidence, and it matters not, so far as this grant is concerned, whether these conditions be regarded as *precedent* or as *subsequent*. All have been performed both by Solano and by the officers of the law.

The conveyance from Solano to Vallejo is a complete and perfect conveyance, drawn up in strict conformity with the best models found in the Spanish and Mexican treatises on conveyancing; and the conveyance from Vallejo to the claimant, Ritchie, is entirely unexceptionable, and acknowledged by Vallejo himself in his testimony before this board. The possession of Vallejo and Ritchie is also fully proved by good and competent testimony.

What objection then can be made to the confirmation of this title? I know of but one that can possibly be alleged, and that I understand is the only one to be offered by the Law Agent.—It is this: That Solano, being an Indian, had no right to convey, and that therefore Vallejo received no title from Solano, and consequently could convey none to the claimant, Ritchie; or, if Solano had a right to convey the land, the conveyance to Vallejo was not made in the manner prescribed by law.

In support of this position, the Royal Ordinance of February 23d, 1781, [vide Ordenanzos de Aquas y Tierras, page 108,] and others, are referred to.

Let us examine *first* whether these laws were in force in Mexico on the 10th day of May, A. D. 1842, when the conveyance was made; and secondly, whether, if in force, the conveyance is not good.

I. In *Sala Mexicano*, edition of 1845, vol. 1, chaps. III. and IV., pp. 96-160, and in Febrero Mexicano, tit. Prel., chap. III., we find a thorough discussion of the question of what laws are in force in Mexico; and the following is laid down as their order or grade of authority, viz.:

1st grade. The constitutional and statute laws of Congress and decrees of the Government in the inverse order of their dates. These are collected and published by Galvan & Arrillaga.

2d grade. The laws of the Spanish Cortes. Those considered in force in Mexico have also been collected by Galvan, and were published in 1829.

3d grade. The last cedulas and orders sent to America by King Ferdinand. These also have been collected by Galvan, and published in a single volume.

4th grade. The ordinances relating to special matters, as mines, commerce, &c.

5th grade. Recopilacion de Indias.

6th grade. Neuva & Novisima Recopilacion.

7th grade. Ordinances Real y de Alcalá, and the Fueros Real y Jusgo.

8th grade. The Siete Partidas.

It is further remarked that none of the laws of the lower grades, which have been expressly repealed, or which are opposed to these of the higher grades, are regarded as having any force in Mexico. Indeed, it is especially enacted by Art. 145

of the laws of May 23d, 1837 [vide Galvan, vol. VIII., p. 234], that the courts and tribunals should regard only such laws in force prior to the Constitution of 1824, as do not conflict with the *bases* and Constitutional laws. What are the *bases* here referred to? Evidently and *necessarily* those mentioned in the Declaration of Mexican Independence as the "bases of the plan of Iguala, and Treaties of Cordova." Galvan, vol. I., p. 9. No other *bases* are ever mentioned or referred to in the Mexican laws previous to 1837.

The 12th article of the bases of Iguala reads as follows:—

"All the inhabitants of New Spain, without any distinction "of Europeans, Africans, or Indians, are citizens of this mon-"archy, with the option of all employments according to their "merits and virtues," [vide Galvan, vol. I., p. 4.]

We here find all distinctions of color, blood and origin abolished, and no other distinction recognized than that of merit and capacity; and all former laws in conflict with the provisions of this article are of no effect.

This view is fully sustained by the best Mexican law writers, by legal practice in Mexico, and by the "usages and customs of the Government from which the claim is derived."

In Febrero Mexicano, tom. 1, chap. II., we find a long and learned treatise on the civil condition of persons in Mexico. The author (the learned La Pascua,) points out very particularly the various changes in Mexican jurisprudence which have been made from the old Spanish laws in the rights of civilians, the clergy, military men, foreigners, native and naturalized citizens, residents and non-residents, &c. He then proceeds to mention three divisions of men, "*which*," he says, "*are not now recognized in the Republic.*" 1st, that of slaves and freemen; 2d, that of nobles and Plebeians; 3d, that of race and color.

With respect to this last division, his language is clear, positive and unequivocal: p. 96, sec. 48.

"In the ancient laws," he says, "there are also other dis-"tinctions between men on account of their races and colors, "and of these the principal was the one between Indians and "Spaniards. So odious a classification has not existed in the "Republic since before it declared itself sovereign and indepen-"dent, (Decree of October 15th, 1810,) and principally since "the plan of Iguala declared all its inhabitants to be equal in "rights, without distinction between Europeans, Africans and "Indians; consequently it is prohibited to place the names of "the citizens in the registers and in public or private documents, "in accordance with the said distinction, continuing however "in the tariff of fees what is now observed, solely for the "graduation of ecclesiastical fees, until they are qualified by

" another method, more just and fit" (order of September 17, " 1822). " From this last disposition we infer that all those " laws which establish on the same points different dispositions " according to the diversity of races, still remain in force when " they concede to them some rational and substantial favor, " (Solorzano, lib. 2, cap. 22, and Beleña p. 53 to 56, 1 fol. y " Ant., 16-17, 3d fol.,) but not when without reason, they are " subjected to so ridiculous and abhorrent a distinction."

But notwithstanding the plain provisions of Article 12 of the plan of Iguala, and the unequivocal language of Febrero and other Mexican law writers, it has recently been asserted here in California, and on this no doubt the Law Agent will base his argument, that Indians in Mexico are still under disability to make contracts or to alienate their property without the intervention of tutor, curator, or guardian; and strange to say, the only evidence of this disability is inferred from the concluding paragraph of the section of Febrero just read, viz.:

" From this last disposition we infer that all those laws which " establish on the same points different dispositions, according " to the diversity of races, still remain in force, when they " concede to them some rational and substantial favor, but not " when without reason, they are subjected to so ridiculous and " abhorrent a distinction."

What is the meaning of this paragraph? The language is plain and simple, and I can see no difficulty in understanding it. Where the laws concede to the Indians, Africans or Europeans, some *rational and substantial favor*, it is inferred that these dispositions are still in force; but not where their rights and privileges are subjected to so ridiculous and abhorent a distinction, as that of race, color, or origin. " All the inhabitants " of the republic are declared to be equal *in rights*, without " distinction between Europeans, Africans and Indians." And he dates back this equality of rights to the decree of October 15th, 1810, but more particularly to the circular of January 11th, 1821, and the bases of the plan of Iguala. The only distinctions to which he refers as being still kept up, that is, distinctions in which some *rational and substantial favor* is conceded, are those mentioned in the order of September 17th, 1822, and those pointed out by Solorzano, lib. 2, cap. 22, and Beleña, p. 53 to 56, 1 fol. y art. 16-17, 3d fol. The first of these is a distinction in the ecclesiastical fees, the priests not being allowed to charge the Indians as much for baptisms, marriages, burials, &c., as is allowed to be charged to the whites. And the others simply the favor of having separate prisons, and distinct constables, police officers, &c. Not one of the laws here referred to contains, even by implication, the slightest limitation or abridgement of the *rights* or *privileges* of Indians. Indeed, if they had contained any such limitation, they would evidently have been in conflict with the bases and constitutional laws, and therefore null and void. How absurd then to attempt to base an argument, or to draw an inference of distinction of *rights* from a distinction of favor. Laws may confer *favors*, but they cannot take away *rights* guarantied by the Constitution, or by the "bases" of the Constitution.

But in this matter we are not left to our own inferences as to the meaning of La Pascua in the paragraph already quoted, for he himself has settled the question for us. If he meant by that remark that Indians in Mexico are still subject to their ancient disability to contract or alienate their property except by means of a tutor or guardian, as in the case of minors, lunatics, idiots, &c., we must expect to find the appointment, duties and powers of such tutors or guardians treated of under the proper head. In tom I., tit IV. of Febrero Mexicano, La Pascua has fully and thoroughly discussed the subject of *Tutela* and *Curaduria*. He points out the modes of appointing tutors and curators, or guardians for infants, lunatics, idiots, spendthrifts, &c., and discusses their duties and powers; but not a word is said about appointing tutors and guardians for Indians, or about the duties and powers of such tutors or guardians for Indians. All that is said about this matter in the old Spanish law books, and especially in the *Spanish* Febrero, is omitted in the Febrero *Mexicano*. Is not this omission sufficient in itself, when taken in connexion with the remarks previously made on the abolition of all difference in the rights of Indians and whites, to settle this question definitely?

The Mexican Commentator, however, has not limited himself to the mere omission of these ancient laws respecting curators of Indians, leaving us to draw the necessary and inevitable conclusion from this omission and his previous remarks, that these laws are no longer in force in Mexico; but adds to the text of the Spanish Febrero, on pupilage, the following significant clause:

"Anciently the Indians were also reputed as minors under "the age of twenty-five years, although they had passed that "age; but now it is expressly declared that being considered "equal to all other citizens, they are emancipated from the state "of minority."—Tom I., p. 257.

Can any words be plainer than these, to show that in Mexico the Indian no longer rests under the state of pupilage in which the laws formerly placed him?

Let us now examine the *Sala Mexicano*, and see what is there said on this question of tutorship and pupilage of Indians. After discussing the different kinds of guardians, their powers, duties, &c., the author adds the following significant remark:

"The absolute ignorance in which the doctrine of quiet do- " mination suggested to the Government of Spain to keep the " Indians, taken for a natural stupidity, an accidental state of " their understanding, or the want of development of their fa- " culties considered as a defect of their race, gave rise to a pre- " judice so much the more pernicious as the belief in its truth " by the very persons who suffered it, was stronger. They " actually degraded them by desiring to preserve to them the " advantages of a perpetual minority; favors which could only " be considered as the result of other acts of greater injustice, " now happily abolished. Admit that this class, in which edu- " cation is not very common, abounds with individuals who " ought to be subject to guardianship, but let not the color be " held as a general sign of stupidity, and let the magistrates, " taking into consideration individual cases, apply to them, " perhaps frequently, the general laws enacted relative to mi- " nority."—[Sala Mexicano, tom I., sec. 34, p. 398.

This, I apprehend, must be considered as conclusive of this question, for here it is distinctly asserted that the ancient system of pupilage of the Indians, or the ancient "privileges of a perpetual minority," are "now happily abolished;" that as a class they are not "subject to guardianship," that their color is not "to be held as a *general* sign of stupidity;" but that individual cases of incapacity of Indians are to be treated precisely as individual cases of incapacity among the whites. The laws applicable to the two races are identical, there being "no distinction of race, color, or origin."

II.—In the second place, let us examine whether this conveyance is not a good one, even supposing that the Spanish laws were in force at the time the conveyance was made; that is, supposing no change to have been made in Mexico in the Spanish laws exising at the time of its independence.

In order to arrive at a solution of this question it is not necessary to go back to the ancient laws, following the conquest of the Americas, for we all know that the Indians were at that period in so degraded a state of peonage, as to induce the benevolent Las Casas to propose negro slavery as a substitute for that of the Indians. Indeed we find that, in 1568, Indians were prohibited from *riding on horseback* (Leyes de Indias, lib. IV., tit. 1, ley XXXIII. and ley XXXIV.); and, in 1640, that wine should not be sold to Indians (Ley 26, tit. 1, lib. 7). Again, in 1572, they were prohibited from selling their property except at a public auction, and in the presence of the court (Ley XXVI., lib. VI., tit. 1). Certain officers were also appointed as *portectors* and *defenders* of the Indians, and without these they could neither purchase nor sell property. But these special defenders were afterwards abolished, and the royal courts and resident judges were authorized to act in that capacity (Ley 1, lib. VI., tit. VI.) The condition of the Indians was gradually ameliorated by subsequent decrees, particularly by that of Oct. 15th, 1810, before referred to, and in 1812 the *mita* or detail for personal service or labor was abolished, and power given to the Governors to grant lands to Indians in individual ownership as well as in community (Decretos Vigentes, p. 54). This power to distribute the public lands, or to reduce the public domain to private ownership, was still further extended, January 4th, 1813 (vide Decretos, p. 57). Here the distribution to individuals in whatsoever manner made, was to be in *full ownership*, subject only to the condition that the grantees or owners should not alienate the lands so granted for four years, nor mortgage them, nor pass them in mortmain. The conditions are the same, whether the lands be distributed to the Indians or to the whites. *They could not alienate for the first four years after the grant, nor even then in mortmain;* but after the expiration of four years they could alienate their lands, provided they did not pass them in mortmain. We thus see that even before the date of the circular of January 11th, 1821, and the bases of Iguala, February, 1821, the right of Indians to alienate their lands was fully recognized in the Spanish laws. Even those of anterior date to that of 1813, (giving them the most restricted construction possible,) "did not absolutely forbid "the transfer of lands held by Indians, but it required as an essential requisite to the validity of a conveyance, that it should "be made under the supervision, and receive the approbation "of the proper officer." And that officer was, in the absence of a special protector or defender, the *resident judge.* In the case at the bar, the conveyance was a public act, passed before the first judge of the district, and therefore, "under his supervision, and receiving his approbation," and therefore was in strict compliance with the Spanish law previous to the extension of the rights of Indians, by the decrees of 1810–12–13, and the circular of 1821. But even supposing the sale to have been illegally made, it was of the character of a sale by a minor, only *voidable*, and not *void;* and as the prohibition was made for the protection of the individual, the individual only, and not a *third party*, can claim under the nullity of the contract (6 Martin's New Series, 362); moreover, in this case, the sale was a fair one. It is in evidence that the price paid was the full value of the land at the time, and that Solano offered it for the same price to others, who declined purchasing, not because they doubted

Solano's power to alienate, but because they were unwilling to pay the price given by Vallejo.

This case, however, is not to be decided by the old Spanish laws, but by the laws, usages and customs of the country from which the title was derived; and we have already shown that all Spanish laws conflicting with the principles of the bases of Iguala and the constitution of Mexico, are entirely null and void; and that by these bases and by the constitutions (vide arts. 1, 2 and 7 of the constitution of 1836, and art. 7, tit. 2 of the constitution of 1843,) of Mexico, and by the best Mexican law writers, all distinctions of race, color, or origin are abolished, and all restrictions on alienation by Indians are removed. We know well from history, what are the "usages and customs" of Mexico in this respect. We know that the different races are there equal in civil rights, not only theoretically but practically; we know that Guerrero, an Indian, was twice President of the republic: once *ad interim*, and once by regular election for a full term; that at the present moment one of her richest men and most extensive landholders has not a drop of white blood in his veins; that many of her most distinguished men of the present day and of former times are of Indian origin, and sometimes of pure Indian blood. Some are owners of extensive estates, some of extensive mines, and some hold offices of the highest trust. [Galves's Consulta, also Rockwell, p. 128].

So also in California; one, and I believe two, of her Governors, and several of the members of her Legislative body, were of Indian parentage; even of the members of the Convention which formed our State Constitution, there was one whose parents were mostly, if not entirely, Indian. Indeed, a considerable number of the present and former landholders in this country are of Indian origin.

But on this question of usage and custom in California, we have evidence of the most positive character. We have the case of a grant made to José Gorgonio, a neophyte of the Mission of Santa Clara in 1840. In 1844, a widow lady, Juana Briones, wished to purchase said grant, and applied to the Governor for permission. The official answer was, that no such permission was necessary, and that in order to effect the purchase, she had only to pass the conveyance before the Alcalde, who, by the laws then existing, was *ex-officio* Notary Public, before whom all classes of citizens were required to pass all public acts of conveyance. Here we have the official opinion of the highest officer of the Government.

Moreover, we have the evidence of Don Pablo de la Guerra, J. P. Leese, M. G. Vallejo, Manuel Jimeno, and other officers of the Mexican Government, that under the Mexican laws Indians had the same rights of property as the whites—the same in acquisition and in alienation.

We must therefore conclude, that by the usages and customs of California, by the laws and usages of Mexico, and even by the laws of Spain (although not in force in Mexico at the time this conveyance was made), Solano had a right to convey, and that the conveyance executed by him was good to transfer the land to Vallejo.

This, then, at the date of the treaty, was "property" which Vallejo freely possessed and enjoyed, and "in the free enjoyment" of which the United States are bound to maintain him, and protect his assign, the petitioner.

NOTE.—The foregoing argument was made to meet the objection raised by Law Agent Cooley to the right of Solano to *convey*, but Law Agent Greenhow abandoned this objection, and denied the right of Solano to *receive* the grant, on the ground of his being a savage and wandering Indian.

In this objection the Law Agent went outside of the record, for there is not a word of testimony to show that he was either a *savage* or a *wanderer*, and the Law Agent deduces the fact upon which his argument is based from his own definition of the word *Indigena*, a definition not to be found in any Spanish Dictionary. Seoane's Neuman y Barretti by Velasquez, defines *Indigena* "indigenous," "a native;" and Salvá and the Dictionary of the Spanish Academy define it "a native of the country, province, or place spoken of." These dictionaries are regarded by the Law Agent himself as of the very highest authority. Solano is spoken of in the record as a principal Chief of the tribes of the frontier, and as deserving reward for the quietness which he caused to be maintained by that unchristianized people; but he himself is never mentioned as an unchristianized or savage man. On the contrary, the record shows that he held the commission of a Mexican officer, and he is also mentioned in the record as a *vecino* of the jurisdiction of Sonoma, which term is defined "resident," "citizen," "denizen," "freeman," "householder," "neighbor," and is never applied to wanderers or roving savages. Moreover, it is a well known fact, which can, if necessary, be proved by a hundred witnesses and by the Church records, that Francisco Solano was a baptized and christianized Indian, and a member of the Catholic Church of *San Francisco Solano*, at Sonoma. Christian names like Solano's were never applied in official papers to unbaptized Indians.

Solano was also a legal voter, and invariably exercised this right at the polls.

These facts, however, can have no influence on the question of title, for no matter what was Solano's country, religion, profession, or blood, the Governor was, by the colonization laws, the exclusive judge both of the land and the candidate for the grant.

OPINION BY COMMISSIONER H. I. THORNTON.

Archibald A. Ritchie, Assignee, &c.,
vs.
The United States.
} No. 3 Suisun.

The claim in this case presented is founded on a grant made on the 28th of January, 1842, by virtue of the decree of the Mexican Congress of the 18th of August, 1824, and of the Executive Ordinance of the 21st of November, 1828, by Juan B. Alvarado, Governor of California, to Francisco Solano; which grant, on the 3d of October, 1845, was approved by the Departmental Assembly of California. In accordance with the usual requirement, within the year of the grant, an accurate measurement of the land was made, and judicial possession thereof delivered to the grantee. Prior to the petition for the grant in full property, as early as 1837, the grantee was put in possession of the *identical* land, under a provisional title by General Vallejo, who was military commander of the Northern frontier and Director of Colonization. Whilst thus in possession, Solano built upon the premises a large dwelling house, a number of large storehouses, and smaller ones for his people and retainers. He enclosed and cultivated considerable portions of the land, and occupied other portions with his herds of cattle and horses. The present claimant derives his interest in the land through mesne conveyances from the grantee, in whom, and those claiming under him, the peaceable occupation and uninterrupted enjoyment of the premises have been had from the year 1837 down to the acquisition of the country by the Government of the United States. The genuineness of the grant, the authority of the grantor, as well as all the facts above cited, are fully established by duly authenticated transcripts from the public archives of the former governments, and by other evidence on file in the case. The proceedings in this instance, from their incipient state to the final consummation of the title by the grant of the full property, and the performance of all the conditions annexed, are so regular and complete, that the only objections against the confirmation of the claim which have been suggested are to the *capacity* of the *grantee* to receive a grant of land, or to dispose of it by alienation, as was done in this case.

It must be conceded, that a grant made in California in violation of the public law of Mexico, in virtue of which it purports to be made, *is void*; and that the land thus attempted to be granted will remain a portion of the public domain. The supposed illegality of this grant consists in a fact which, if not necessarily inferable from the grant itself, is abundantly verified by the record; that is, that the grantee was an *Indian*, born on the spot which he solicited. In the grant he is declared to be "*Indigena*," which means a native, or original inhabitant, and also to be Chief of the Tribes of the frontiers of Sonoma.

It must be observed that private property, if it be not founded on natural law, is at least so well established by the common consent of all mankind, that it is coeval with the history of our race, and has now all the force of the law of nature. We may consider it, then, as of the dignity of a law of nature, that all persons of the human species who are not idiots, madmen, or infants, are capable of accepting property; and that full property in any subject is the right to use it to any purpose, and to dispose of it as we please. That there is no incompetency in the grantee in this case, by the general law of nations, there is no doubt. He is one of the human species; he is neither an idiot, a madman, nor of such infantile age as not to have attained to the exercise of a rational volition. On the contrary, the record shews that he was endowed in more than an ordinary degree, with the attributes of an elevated, moral and intellectual character. He was a commissioned officer, of the grade of captain, in the Mexican service. The Governor of California, who, by the 2d and 3d articles of the ordinance of the 21st of November, 1828, was the person designated to pass upon the qualifications of the applicants for land, states that he was "a Chief of the Tribes of the frontiers of Sonoma," and "worthy of reward for the quietness which he caused to be maintained by that unchristianized people." It is true, that the general law in this matter is subject to such municipal modifications as may be made by the legislative authority of different nations; and that such modifications have been often made must also be admitted. The question is, whether any such decree or municipal regulation existed in Mexico, at the date of this grant, as forbad the grantee in this instance to be the recipient of a donation of land; or would forbid its alienation by him any more than by any other grantee. The learned counsel in this case have extended their researches, with most commendable industry and discrimination, into the various sources of Spanish and Mexican law on this interesting subject. Want of time only prevents me from making that thorough examination to which the arguments submitted so persuasively invited. I have, however, taken a view of the question, which has led my mind to a satisfactory conclusion; and I will submit it with as much conciseness and brevity as the pressure of time will allow.

The plan of Iguala, which is the first stable land-mark amid the continual mutations that agitated the country from 1810 at least to the 27th of September, 1821, is based upon what has always has been known in the history of those times as "The Three Guarantees"—which were, the independence of the country, the exclusive maintainance of the Catholic religion, and the abolition of all distinction between the inhabitants founded on race or descent. The last of these guarantees, which is the only one *now* to be regarded, is contained in the 12th article of the said plan, and is in the following words: "That all the inhabitants of New Spain, without any distinction between Europeans, Africans or Indians, are citizens of this monarchy, with eligibility alike to every employment, according to their merit and virtue." By the treaty of Cordova between the Spanish generalissimo and the revolutionists, which was adjusted on the 24th of August, 1821, the plan of Iguala was re-affirmed in all its parts. In the Declaration of Independence solemnly promulgated on the 28th of September, 1821, the plan of Iguala and the treaty of Cordova are announced as the bases of the government about to be established. By an express decree of the constituent Congress on the 17th of September, 1822, in the reign of Iturbide under the title of Agustin the First, the fulfilment of the 12th article of the plan of Iguala, above quoted, was enforced by a strong and pointed enactment. And lastly, on the 8th of April, 1823, on the overthrow of the empire and the establishment of republican institutions, the constituent Congress re-affirm "The Three Guarantees" of the plan of Iguala. The Indian, Francisco Solano, is expressly within the letter of the last enumerated guarantee, so early announced and so perseveringly recognized and re-affirmed through all the vicissitudes of her revolution, down to the final establishment of the republic of Mexico. There is no constitutional provision nor decree of the Mexican republic, which I have been able to find, that destroys the equality of civil and political rights which is conferred upon all the inhabitants of New Spain by the plan of Iguala, in which they are all declared to be "citizens of this monarchy." All who were citizens of the monarchy, in the sense of the term *citizens* as used in the plan of Iguala, I presume, became successively citizens of the empire and of the republic. I think it may then be legally predicated of Solano, that he was a citizen of the republic; and, in view of all the laws which we have just adverted to, stood on the same footing with any other citizen with regard to the acquisition and alienation of property. But, notwithstanding the necessary concession that he was a freeman, a native inhabitant of the territory, a citizen of the republic, and capable generally of acquiring and alienating property, yet it is objected that he is incapable of becoming a grantee under the decree of 1824 and ordinance of 1828, because he is not of the description of persons mentioned as the recipients of land therein. By the 1st section of that ordinance, the political chiefs of the territories are authorized to grant vacant lands to empresarios, to families, to single individuals, Mexicans or foreigners. It is said that Solano is in neither of these categories. He is clearly not an empresario, nor a family, nor a foreigner. If embraced in the decree, then, he must come under the class *Mexicans.* I think it can be demonstrated that Solano is a Mexican. *All Indians*, by the plan of Iguala, are declared to be *citizens of the monarchy*,—all *citizens of the monarchy* became *citizens of the republic ;* so that *Solano* became a citizen ; and surely there can be nothing more than a mere verbal difference between the terms *Mexicans*, in the sense of the ordinance, and *citizens of Mexico.* I will only add, in conclusion, that as to the legality of the grant to the Indian Chief and Mexican Captain, Francisco Solano, although the question involves the propriety of the conduct of the Governor who made it, yet the *presumption* is in favor of the correctness of his construction of the ordinance which he was appointed to administer, and will stand until rebutted by the production of clear evidence of its error. And as to the right and capacity of Solano to alienate the land granted to him, the usage, as proved in the case, was for Indians holding full property to dispose of it in the same manner as other citizens of the country.

In view of all which, and in accordance with the principles laid down for our government in the act of the 3d March, 1851, the claim is declared to be valid, and ought to be confirmed.

In this result Commissioner Hall concurs. We therefore enter the final decree of confirmation, viz:

This Board, upon full consideration of the various grounds affecting the validity of the said claim, having come to the conclusion that the same is valid: therefore now proceeds to make, and does hereby make, the following decree or report of final confirmation, viz: It is decreed that the said claim be confirmed to the claimant to the extent and quantity of four (4) square leagues or sitios de ganado mayor, and for no more, being the same land described in the grant and expediente referred to therein, and of which possession is proved to have been held and enjoyed under the grant, by the grantee and those claiming under him: Provided, that the said quantity of land granted and now here confirmed be contained within the boundaries called for in the said grant, and map to which the grant refers; and if there be less than the said above named quantity within the said bounds, then we confirm to the claimant that less quantity, it being apparent that said quantity exceeds the minimum of two hundred varas, as prescribed in the ordinance of the 21st of November, 1828.

Messrs. Halleck, Peachy & Billings,
Attorneys for Claimant.

Mr. Ferguson

4

THE SOUTHERN PACIFIC'S POSITION

IN THE

Oregon-California Land Controversy

In view of the widespread interest taken in the Oregon and California land grant situation, President William Sproule of the Southern Pacific Company has issued the following explanation of the railroad company's position in the matter:

COURT SETTLES TITLE

"The United States Supreme Court held that the Company is the owner of the lands under the grant, with absolute title, subject only to the restriction that when it chooses to sell these lands it shall sell them only to actual settlers in parcels not exceeding 160 acres, and at a price not exceeding $2.50 an acre. It reversed Judge Wolverton, who had held that because the Company had sold these lands with the timber thereon in larger parcels than 160 acres, and to persons not actual settlers, and at prices exceeding $2.50 an acre, the Company forfeited its title to all the lands unsold.

"After receiving the grant the Company offered the lands for sale in accordance with these restrictions, and in early times sold substantially all of the lands that were suitable for settlement, at prices not exceeding $2.50 an acre. But as the remaining lands were of a character not suitable for actual settlement, being timber lands in the mountains, it could not dispose of such lands by selling to actual settlers only, no such settlement being practicable.

"Thereafter the Company did make sale of timber lands in larger tracts than 160 acres to persons other than actual settlers, and at prices exceeding $2.50 an acre. It was these sales that were made the foundation of a claim on the part of the Government that the Company had forfeited its title to all the lands unsold, which claim was rejected by the United States Supreme Court.

CAN SELL TIMBER

''In view of the decision of the Supreme Court, the Company insists that, being the owner of these timber lands, and under no obligation to sell them, and in fact it being impossible to sell them under the restrictions of the grant, it has the right of any other owner to dispose of the timber on those lands, just as it would dispose of any other crop produced by the land, at the same time admitting that when it comes to sell the land itself it must do so under the terms of the grant. The cutting of the timber from these lands is in fact a step toward making them fit for settlement, so that they may be disposed of under the terms of the grant.

''But the Government contends that the Company shall not be allowed to realize more than $2.50 an acre for any of these lands, even though they may be worth many times that amount because of the timber thereon, and that therefore the Company has not the right to dispose of the timber growing upon these lands. It is strange indeed that the Government should now maintain that the Company has no right to the timber upon these lands, because for many years before coal was used as fuel it used this timber as fuel, without question; and the right to do this is clear, because the Act of Congress granted the lands 'to secure safe and speedy transportation of mails, troops, munitions of war, and public stores, over the line of said railroad.' Of course such object could not be accomplished without fuel to produce motive power.

''And further, this provision of the law implies that the road shall be maintained and certainly the use of this timber for ties and lumber to be used in the construction and maintenance of the road would seem to be a matter beyond doubt.

''Further, the Government, in the third section of the Act, expressly granted the Company the right to take timber from the Government sections of land adjacent to the line of road, and under Section 10 it allowed the taking of timber from lands excepted from the grant by reason of being mineral. In view of this express grant, to take timber from lands owned by the Government and not included in the grant, upon what pretext can the Government deny the Company the right to take timber from the lands granted to the Company?

PURPOSE WAS TO AID

"The facts show that the position of the Government, if carried out, would force upon the Company a large financial loss; in other words, while this grant was one to aid the construction of the railroad, it would turn out to be, if the position of the Government is correct, the means only of producing a deficit for the grantee, and this appears from the following facts, stating in round figures:

Expense to the Company of administering this grant..	$1,372,000.00
It has paid taxes on these lands aggregating........	2,758,000.00
Making total expense and taxes..............	$4,130,000.00
The Company's total cash receipts from all sources under this grant, including sales of lands, amount to	$5,345,000.00
This leaves the Company a net revenue from past transactions of	1,215,000.00
The lands of this grant heretofore sold aggregate (acres)	804,637.75
Which have yielded the Company therefor an average net revenue for the lands sold per acre of.......	1.51

FREE SERVICE TO GOVERNMENT

"And further, this grant required the Company to carry free for the United States Government its mails, troops, munitions of war, and public stores, over this railroad without limit as to time. The value of this free transportation at regular rates which has been furnished the Government equals $2,084,467.00, which amount exceeds the receipts of the Company under the grant by $868,641.00. It embraces the service between Portland and the Oregon and California State line.

457465

"From the experience of the past we may be certain that the Company will be called upon to furnish the Government free transportation of the value of $75,000 per annum, and this is a perpetual obligation. Now, if we could sell every acre of the land at present unsold, *viz.*, 2,400,000 acres, at the price of $2.50 per acre, this would yield $6,000,000, which would be used up in eighty years by the free transportation which we are bound to furnish the Government, leaving the Company thereafter—for all time—to furnish transportation to the Government without compensation.

HAS RIGHT TO SELL

"But there is a considerable quantity of this land, at least 400,000 acres, which cannot be sold at any price, hence the amount that could be realized by sales would be something like $3,000,000 or $4,000,000 at the utmost, from which expenses of administration and taxes must be deducted.

"The Company therefore insists upon its legal rights as the owner of these lands to dispose of the timber thereon, and any fair adjustment of this matter with the Government, considering all the facts, would not deny to the Company this right, a right which in a similar transaction between private individuals would not be questioned for a moment."

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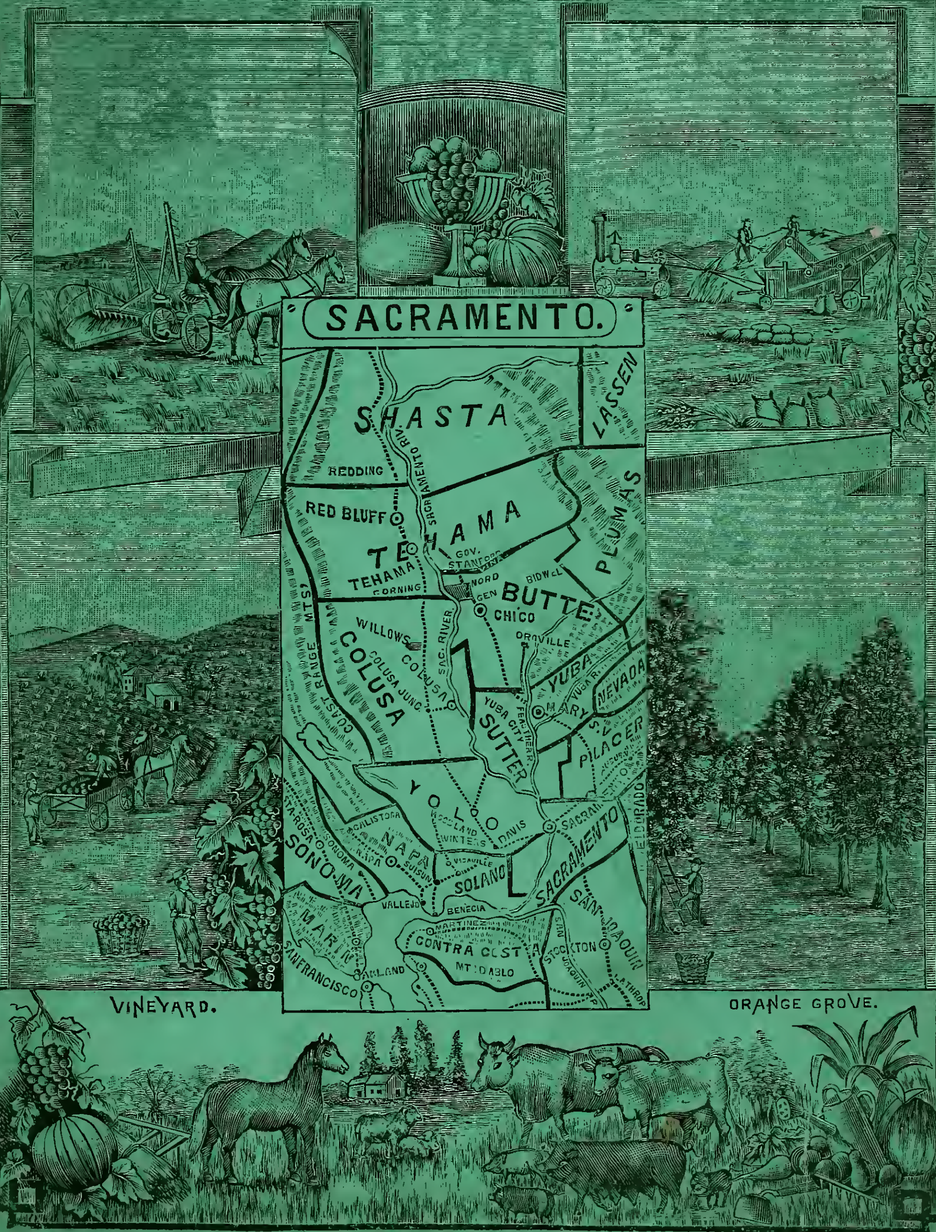
CATALOGUE OF LANDS

PUBLISHED BY

EDWIN K. ALSIP & CO.

No. 1015 FOURTH ST. BETWEEN J AND K


SACRAMENTO.
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NORD
GEN BIDWELL
BUTTE
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COAST RANGE MTS.
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YUBA CITY
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SACRAMENTO
EL DORADO
CALISTOGA
STA. ROSA
SONOMA
NAPA
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SUISUN
VACAVILLE
SOLANO
VALLEJO
BENECIA
MARIN
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SAN FRANCISCO
OAKLAND
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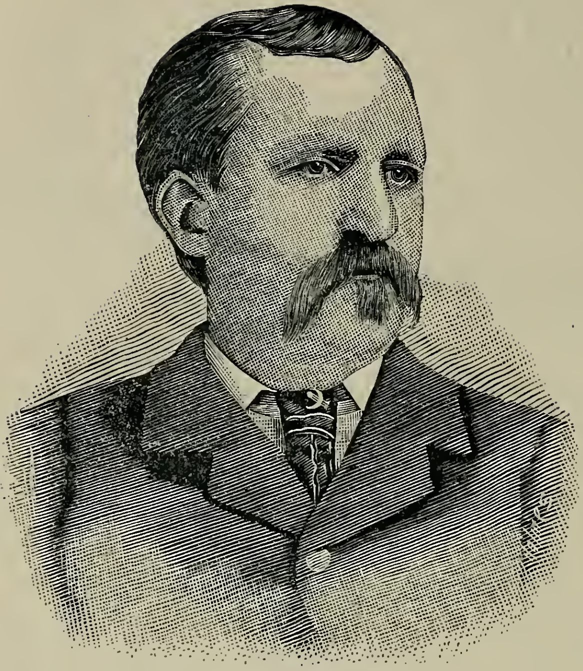
VINEYARD.
ORANGE GROVE.



Yours Truly
Edwd. H. Alsip

IN INTRODUCTION.

WE would state our house has been established since 1860 in business, having devoted ourselves most exclusively to buying and selling Real Estate, and have spent a great deal of time in traveling and informing ourselves as to the value and producing qualities of the lands in the various counties of the State, and we challenge any country in the world to furnish the diversity of climate and richness of soil that California possesses. The soil in almost any portion of the State will produce the orange, olive, fig, tree fruit of all kinds, vegetables of all kinds, second to no other country, and a climate to suit the invalid and the robust, in all seasons of the year.

In presenting this Catalogue of Lands, we have tried not to embellish them, but present them as they are, believing that each purchaser is the best judge of what he wishes to buy; and to misrepresent always detracts more than it adds to the sale of the land. We would say to the Eastern inquirer, that he will find the buildings in some instances inferior to those of Eastern farms—our climate being so mild that they do not require to be substantially built, and our farms were originally settled by a class who did not intend to make farming a permanency—as our lands in those days were not noted for their producing qualities as now, and were consequently not regarded with a value beyond a cow or sheep pasture; but the old stayers are being replaced rapidly with a better class of improvements.

OUR TERMS.

We take pleasure in showing our lands, and our teams are always ready to take purchasers to view lands in this county that we offer for sale. Parties coming from a distance or traveling to see lands we have for sale, upon purchasing any of them, will be allowed out of the purchase money their railroad fare, providing it does not exceed $10 and the sale amounts to over $500. To those who have ranches to dispose of, we would say we do all advertising at our own expense, and there are no charges unless a sale is made. We always require a deposit when terms are agreed upon. The seller to furnish an abstract to date of sale, we doing all other conveyancing at our own expense; if the title should prove defective and cannot be perfected, money paid by the purchaser to bind the bargain to be refunded to him. *If the purchaser has not all the money with which to purchase, we can always effect a loan for him or her.*

EDWIN K. ALSIP & CO.,
1015 Fourth Street, Sacramento, Cal.

SACRAMENTO COUNTY.

We wish to say a word about our own county, as it has not been boomed like other localities, and is not so well known by some in the East. The up-lands will produce all kinds of fruits and cereals without irrigation. The rainfall averaging nineteen inches, insures us a crop each year. A total failure has never been known. Grapes, cherries, Bartlett pears, French prunes, apples, olives and figs are especially adapted to these lands, and with the use of water from one well run by a windmill, three acres of alfalfa, from which eighteen tons of alfalfa hay can be cut, will furnish feed for all stock that is required on a farm of twenty acres. Water in abundance at a depth of forty feet is found all over the valley.

The Sacramento, American, Cosumnes and Mokelumne rivers flow through, or upon the borders of the county, upon which the lands are rich and as productive as any in the world, producing corn, alfalfa, vegetables, hops, etc., without irrigation. The up-lands are held in value from $15 to $75 per acre; the bottom lands from $50 to $250, owing to selection.

For climate and health we lead the State. The distance from the ocean enables us to escape the cold, penetrating winds, while we do not get the hot blasts of the southern counties. Our nights are, with one or two exceptions in the season, so cool that blankets are not uncomfortable as cover. Sacramento County has several thriving towns and one city—Sacramento City, the Capital of the State, and county seat; Folsom, where a branch of the State Prison is located; Elk Grove, Florin, Galt, Freeport, Courtland, etc. Steamers run daily upon the rivers, carrying our products to the ocean and metropolis of the Pacific Coast, San Francisco, which will always be a guarantee for cheap transportation. Sacramento City—second in commercial importance in the State—is located on the western border of Sacramento County, upon the Sacramento river. More trains arrive and depart each day than in any other town or city in the State. Sacramento, being the geographical center, is the grand distributing point for the State. Three-fourths of all the fruit shipped from this State each year is shipped from this point. It is at this place all the principal buyers and shippers locate for the purchase of fruits and vegetables. The Central Pacific Railroad Shops (which employ from 1,000 to 1,500 men constantly), the largest cannery and packing house in the State, a woolen mill, pottery, machine shops, etc., are situated in Sacramento. For a manufacturing town, the location of Sacramento City cannot be excelled. There is a splendid opening for a tannery, boot and shoe and other manufactories.

Sacramento City has a population of about 26,000, and is steadily increasing. The State Capitol, State Printing Office, State Agricultural Exposition building (the largest west of the Missouri river), a Free Library, the largest Art Gallery (with one or two exceptions) in the United States, an Old Ladies' Home (where old ladies have the same care and attention, if not better, than they would have in their own homes), are located in Sacramento City. The two latter were donated to the city by that most estimable and philanthropic of ladies, Mrs. E. B. Crocker.

FRUIT GROWING IN CALIFORNIA.

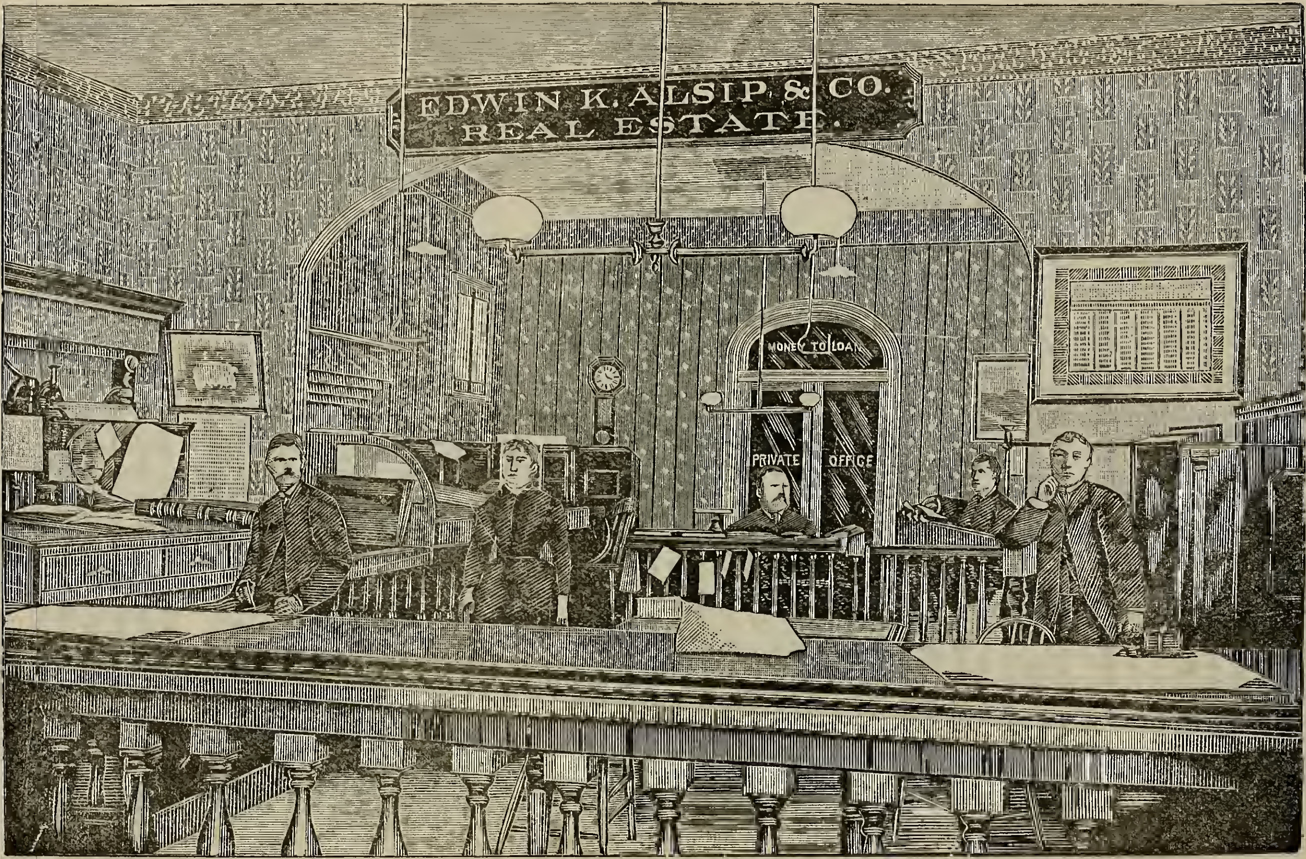
"Is there any probability that fruit-growing is to be overdone in California?" The answer may be furnished in part by such statistics as those furnished a short time ago by the leading house in the dried-fruit trade in San Fracisco. The product of dried fruits for 1883 is here shown: Raisins, 20-pound boxes, 125,000; sun-dried apples, 800,000; sun-dried peaches, 500,000; sun-dried pears, 75,000; sun-dried apricots, 300,000; sun-dried nectarines, 20,000; sun-dried figs, 60,000; evaporated apples, 250,000; evaporated apricots, 90,000; French prunes, 250,000; dried grapes, 150,000; pitted plums, 100,000; comb honey, 125,000; extracted honey, 835,000; almonds, 700,000; walnuts, 500,000. Suppose the product here noted had been ten times as large, would there have been any difficulty in finding a market? The house that furnishes these statistics also furnishes a ready answer: "Out of a population of over 50,000,000 people East, it is, perhaps, safe to say that not to exceed 5,000,000 have ever yet tasted California fruits; so that the question, sometimes mooted, of overdoing the fruit business in California, is, in our opinion, one that is not likely to arise for a generation or two to come, if it ever arises."—*S. F. Evening Bulletin.*

TO TEST THE PURITY OF WATER.

If you think the water you use regularly for drinking is impure, try the following test: Put one and a half pints of water into a clean glass bottle; add to it a teaspoonful of pure white sugar; cork it and shake until the sugar is well dissolved, and then set it in a warm place for forty-eight hours. If it is unfit for drinking it will be turbid and milky at that time.

FRUIT RAISING MORE PROFITABLE THAN GRAIN GROWING.

'While the outlook for grain-growers is thus satisfactory, it is not amiss to call attention to the fact that there are much more profitable crops than cereals to grow in California. Most of the wheat land in this State will produce good raisin grapes, and raisins may be expected to pay a net profit of $100 to the acre per year. Any description of vineyard, in fact, is far more profitable than the same


EDWIN K. ALSIP & CO.
REAL ESTATE.
MONEY TO LOAN
PRIVATE OFFICE

OUR OFFICE.

land could be in wheat. Wine and oil seem destined to become the two leading products of California. There are millions of acres here adapted to the olive, and there is no reason why the product of olive oil here should not, in time, amount to $40,000,000 annually, as in Italy. The fruit interests, as a whole, are as yet merely in their infancy here. Take the fig, for example, which for ages has formed one of the most important of foods. The climate of our interior valleys is far better suited to its profitable production than that of the valley of the Meander, whence come the famous "Smyrna" figs. Hamilton's Researches in Asia Minor is the *Bee's* authority for the statement that frost has been known to destroy 95 per cent. of the fig crop of the Meander valley, and even to kill fig trees there. Frost never injures fig trees or their fruit in California. When once the proper varieties of figs are grown for drying, the California output of that fruit will speedily become enormous. And there are other fruits which might be named as offering a most promising field for enterprise in this peerless land.—*Daily Bee.*

A gentleman from San Diego, who came to Sacramento and purchased land, in speaking of our water facilities said, if they could get such good and pure water, and in such an abundance with so little difficulty as we can here, its value would be of untold wealth to Los Angeles and San Diego.

GRAPES AND BERRIES.

Their Profitable and Easy Cultivation on the Sacramento Plains.

J. McNie, of Florin, has sold this season $124 worth of strawberries from a patch of about half an acre planted last year, between rows of grapevines. Last May a neighbor of his began planting another half acre patch, and continued the planting through the summer, on irrigated ground. From this patch strawberries to the value of $120 have been sold this season. These results have been obtained without manuring. Next year the yield of berries should be much greater, as the vines will then be at their best. The great advantage of the Florin berry-growers is in the facilities they have for irrigation. An unfailing supply of the purest and softest water is found at a depth of ten or fifteen feet below the surface. The cost of a well, pump and windmill, for the irrigation of five acres or more, is from $50 to $100, and there is seldom a failure of wind. It is a comparatively easy matter for a poor man to establish a vineyard in the Florin district. Strawberries can be grown between the grapevines until the latter come into bearing, and the berries make the place pay after the first year.

The plains east of Sacramento must, in time to come, be covered with vineyards. This will annually furnish thousands of carloads of table grapes for shipment to the Eastern markets. The Tokay is most in demand for shipment, as it has a fine color, and is large and firm. Nowhere is it produced to greater perfection than in Sacramento County. A vineyard of Tokay grapes, with convenient shipping facilities, is as good an investment as any man need want in California. The Spaniards have a proverb that "water is worth more than gold," and beneath the plains of Sacramento County the fruit-growers are developing a water bonanza that is safe from monopoly. The water supply is inexhaustible, and is forever attached to the land. What a pity it is that all the waters used for irrigation are not thus secured by Nature for the free use of the owners of the soil!

NOTE.—Compared with other States in the Union, California is four times the size of New York, 24 times as large as Massachusetts, 144 times greater than Rhode Island, and lacks but a fraction equaling the size of France, while we had a population in 1880 of less than 890,000—while France has a population of 36,000,000, and New York 5,000,000. When it is stated that acre for acre, or square mile for square mile, the whole area of California is capable of sustaining a larger population than New York.

HOW TO CULTIVATE A FARM.

Interesting Information for All.

The following approximations apply to those parts of California where the expense is the highest. In other parts the expense is much less.

Planting a Vineyard.

PER ACRE, FIRST YEAR.

Plowing twice before planting @ $3	$ 6 00
Harrowing and pulverizing the same	1 00
Cuttings, 680 vines, eight feet apart	5 00
Planting	5 00
Two plowings after planting	4 00
Cultivation and final pulverization	2 50
Total cost at end of first year	$23 50

SECOND YEAR.

Pruning	$ 1 00
Plowing twice @ $2	4 00
Cultivation four times @ 50 cents	2 00
Hoeing near the vine	1 00
Total	$ 8 00

Cost of third year will be the same as second, with $2 additional for pruning and sulphuring. The vineyard should also be staked; redwood stakes four feet long cost about $20 per 1000. Finally, the cost of a vineyard for the first three years should not exceed $75 per acre. Vines should begin to bear in the third year.

Approximate Cost of Planting an Orchard.

PER ACRE, FIRST YEAR.

Plowing deep, twice	$ 6 00
Harrowing and pulverizing	1 00
Digging holes, say 108 @ 5 cents	5 40
108 trees, 1 year old, say @ 20 cents	21 60
Planting out trees	3 00
Incidental expenses	3 00
Total	$40 00

The cost of caring for an orchard the second and third year is about the same as that of a vineyard.

Some fruit trees begin to bear in the second year.

Approximate Cost of Farming for Grain per Acre.

Plowing	$1 25	
Harrowing	50	
Seeding Wheat	1 50	
Harrowing	50	
Total, cultivating, etc		$3 75
Heading and Stacking	$1 50	
Threshing	1 60	
Fifteen sacks	1 50	
Total, harvesting, etc		$4 60
Total cost		$8 35

Distances for Plants.

Apples	30	ft. apart	each way
Pears, according to kind, from	25 to 30	"	"
Plums, according to kind, from	18 to 25	"	"
Cherries	25	"	"
Peaches	20	"	"
Apricots	25	"	"
Nectarines and Almonds	18 to 20	"	"
Grapevines	8 to 10	"	"

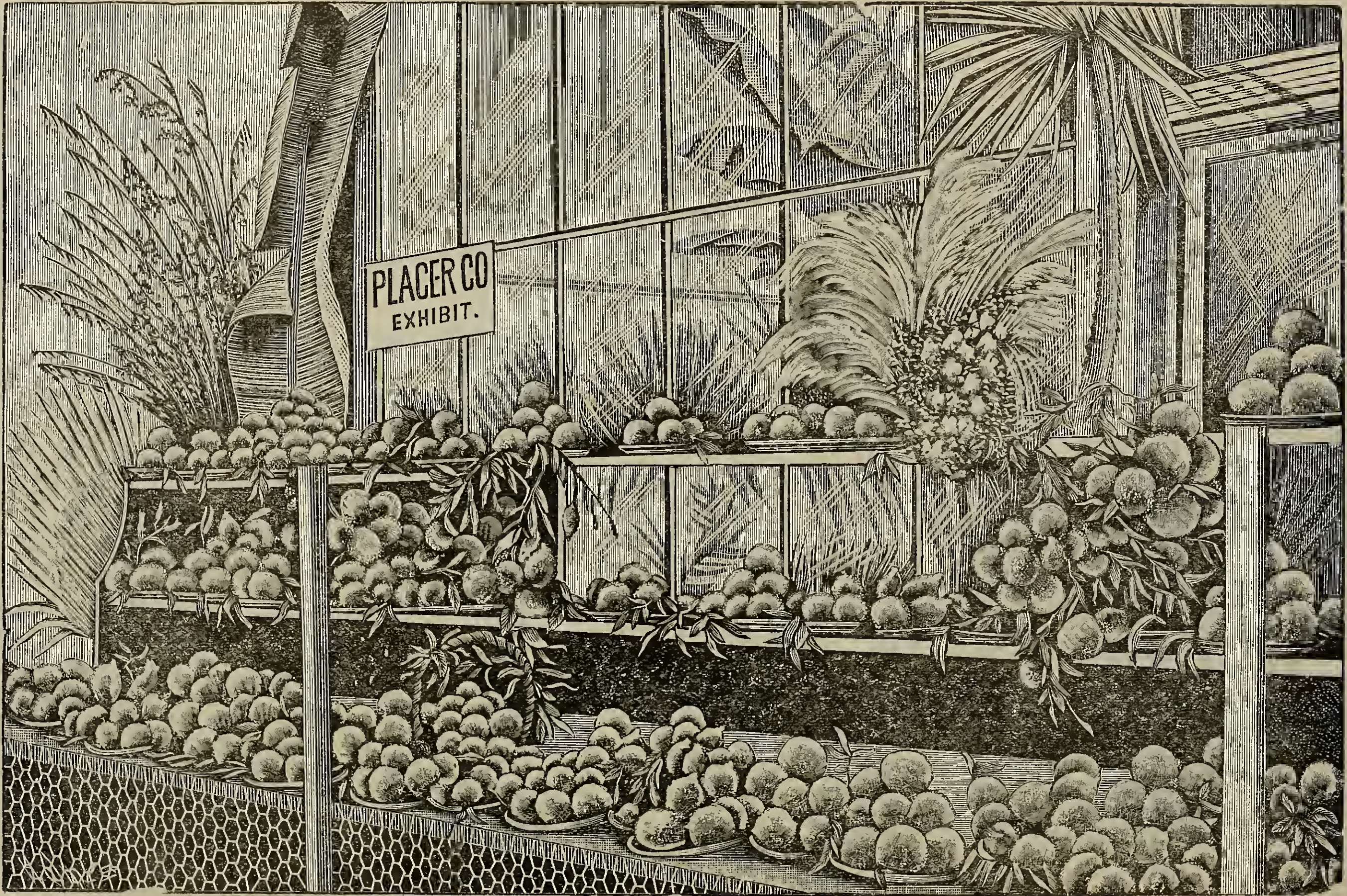
What was Done on Ten Acres of Vineyard in Yolo County.

The land was purchased in 1876. The vines do not bear until third year.

Gross income for third year	$ 505
" " " fourth year	1,112
" " " fifth year	1,700
Total for three years	$3,317

And only five acres were set out the first year.

The ten acres were all in in 1883 and bearing, and paid a handsome


PLACER CO
EXHIBIT.

Placer County Exhibit at Sacramento Citrus Fair, 1886.

interest on $1,500 per acre, and the work was all done with the assistance of one man part of the year. We could cite numerous other instances; we do this to show what a little energy can do, and how much more independent a young or old man can become than loafing around the city or elsewhere, waiting for something to turn up.

We have correspondence with the best Real Estate Agents in the State, located in the various counties, who will take pleasure in showing farms to those whom we may send to them.

Building Material.

Rough lumber, per M	$ 18 00 to $22 50
Surfaced lumber, per M	30 00 to 35 00

Difference in Price of Wood.

In many places in the foothills of Central California wood can be had for the cutting of it. In Sacramento City stove wood:

White oak, per cord	$ 6 00 to $ 6 50
Live Oak, per cord	7 00 to 8 00
Woodland, per cord	7 00 to 8 00
Williams, per cord	7 00 to 9 00
San Diego, per cord	15 00 to 20 00
Los Angeles, per cord	15 00 to 20 00

Good farm horses can be purchased for from $100 to $175 per head; cows for from $25 to $40 per head. Farmers can sell eggs from 18 to 40 cents per dozen owing to season; butter from 20 to 35 cents per pound owing to season.

ORANGE CULTURE.

We have clipped the following, from the pen of a man well versed in orange culture, and it will be found useful to those who wish to engage in the business. The article was written by M. Balbridge, Esq., and read before the Pomological Society:

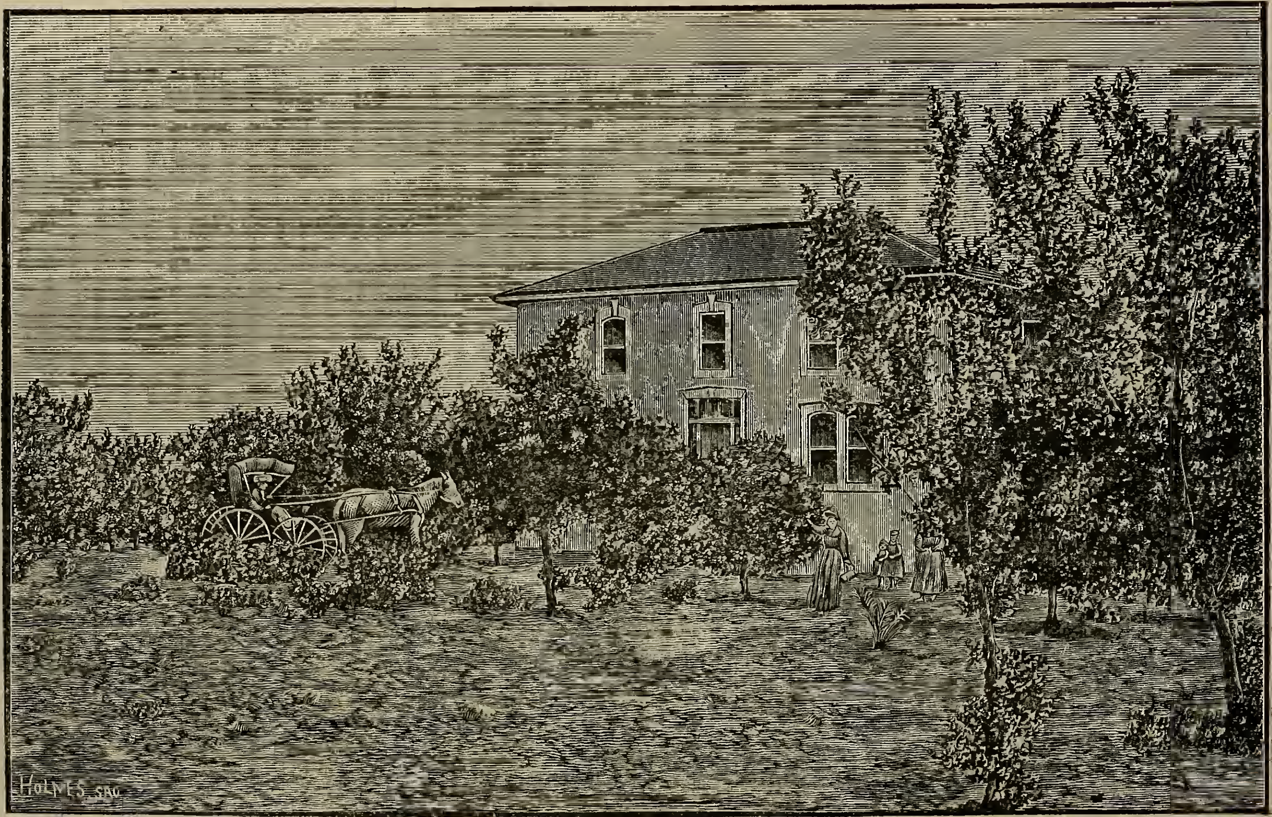
Almost every locality will grow an orange tree, but when the fruit comes to be colored and flavored, then comes the test of citrus conditions. If they should develop prime, then the result is a bonanza for the owner, because, as I said before, the area of territory realizing all the conditions requisite for the production of the choicest fruit is comparatively limited in any country, and no man can afford to cumber such ground with anything else. If something is lacking, indifferent fruit will surely be the result of the best endeavor, and so much of that kind will always be in the market that prices for it must rule low, while really fine fruit will always command a good price and find ready sale. I cannot see the slightest danger of the over-production of such fruit as our best conditions will give us. During the past year I have made careful examination of many places in this and adjoining counties for the purpose of ascertaining where the best results were achieved, and noting the conditions which produced them. I speak more particularly in reference to oranges, because so little, comparatively, has as yet been done in lemons or limes. I will only say in reference to the latter that they are more sensitive to cold, and almost entire exemption from frost must be secured for them to make them safe and profitable.

When an orange orchard is to be planted, the first business in hand is to consider the conditions requisite, and select a locality where they obtain. Land that has so much water in it so near the surface that irrigation will not be required, is too cold, and the fruit will have too much acid. Reject all cienega, adobe, or heavy clay that will not mulch readily, or land where there is clay, hardpan or bedrock near the surface. On such land the trees will not be long-lived, and if great care is not taken to cultivate thoroughly just at the right time after every irrigation, gum disease, scale and smut will cause infinite trouble. Avoid sweeping air currents, caused by peculiar conformation of surrounding hills and mountains. Secure exemption from frost as much as possible. Avoid granitic sand where the granules are too large to be favorable for capillary attraction. Keeping in mind all these negative propositions, you will travel over a great deal of territory already planted in orange trees, from which the owners have, in many instances, derived much profit; but a careful inspection of the trees and the fruit on them will furnish conclusive evidence that the conditions are not what they should be. Scale and smut are troublesome, and little patches of wax on the trees show that gum disease has been there. The fruit is small and does not color well, and looking into the inside of the tree you will see hundreds of dead twigs. The leaves are small, and have not the dark green, wax-like appearance you will find where conditions are perfect. It is only a question of time when all such territory will be abandoned for citrus culture. Most of it is royal vine land, and into vines it will go. Many of the owners seem to comprehend the situation. They are neglecting their orange orchards and moving in the direction of vineyards and other industries. It is not necessary for me to specify localities where such conditions obtain. They are easily found. It is much more difficult to find what we should select, viz: a location well protected from wind; what is commonly termed quick land, or land that has no bottom. If fifty or one hundred feet deep, so much the better, pretty much alike all the way down; alluvial deposit; with so much sand in it that it will not bake and will mulch easily after irrigation, carrying sufficient marl to give it the requisite strength and to bring the water up by capillary attraction from the great reservoir below, which has been filled by the winter rains and summer irrigation. Some gravel is not objectionable. Such conditions will color and flavor the fruit to perfection.

Having found the locality where they fully realized, and sufficient water to fruit the orchard when it comes to bearing, secure it and you have a basis of values which may be developed into a plant which will be perpetual in princely yield of income. Such land is worth, say, $125 per acre for mixed uses. The citrus conditions attaching to it are worth $500 per acre. The subsequent value of the property will depend upon its development in the direction of citrus culture. A friend of mine has just bought eleven acres of such land and planted it to orange trees. He says at the end of the first year he shall value the plot at $4,000; second year, $5,000; third year, $6,000; fourth year, $8,000; fifth year, $10,000. He says there can be no safer proposition in any business than that. At the end of five years from nursery these trees will yield him $1 each, and that would give him current interest on $12,000, some fruit before that time, and a rapidly increasing yield thereafter. But at every step from the seed to the fruit great care must be taken to make no mistake, if such results are to be achieved. Yet I presume there are those present who have seen them realized. [I will say this plot of two-year old Navel trees, one year from nursery, has sold already for $10,000.]

The first step to be taken is the selection of the trees. These may be had for from 25 cents up, but the best obtainable are cheapest always. No man can afford to make a mistake here, because it takes too long to correct it; and a wise discrimination is imperative when the foundation is to be laid upon which we propose to build. No other money is ever placed where return so large is expected from investment so small. In selecting a tree, bear in mind the well known fact that stock grown under certain conditions of soil and climate will be furnished with a much stronger vitality than that grown elsewhere. For want of a better name we will call it life principle. I am satisfied from my own experience and observation that stock grown from Tahiti seed will inherit this constitutional vitality in larger measure than that produced from any other source.

When the stock is four years old (three years if thrifty and well grown), I consider the conditions most favorable for setting the bud, because at that age the button has become so powerful it will push the bud six feet high the first year. This is very important, especially for a Washington Navel bud, as, if it does not go up the first year, it will grow laterally and curl downward, and it is difficult to put it up afterward. In support of my theory on this point, permit me to call your attention to two Washington Navel buds, one year old, ten feet high, grown in the Citrus Grove Nursery, near Covina. I venture to say such a growth has rarely, if ever, been seen on younger stock. The Lisbon lemon you see here also ten feet high on same stick, but yet not a year old, and this remarkable result has been achieved without stimulants of any kind. Natural conditions are always preferable, and the nurseryman and orchardist can afford some time and money in quest of such trees, and a locality which will in its normal condition produce them. It would seem hardly necessary to say that buds should be cut from no other than



Orange, Olive, and Licorice Farm of Isaac Lee, Sacramento County.

vigorous, healthy, bearing trees, and only the stronger buds in the stock selected. Yet I know that thousands of buds are set without much reference to the kind of tree, or what part of the stick they came from- I prefer to set buds in the fall. They are then well healed in and ready for the first growth in the spring. The most important feature in the budding is the tying. I would just touch the raw with wax, after slipping in the bud, before putting on the string. Then be sure the top is well secured. There is some difference of opinion as to whether the bud gets its vitality from the upward or downward flow of sap. I will say that I have often seen buds, loose at the bottom, living, while all I ever saw loose at the top were dead. I prefer to let the strings crease the bark pretty well before taking them off. As growth conditions are manifested I cut off the tree about four inches above the bud and cover with wax. When the bud is large enough to carry all the sap select a period of new growth and cut the stump off to a shoulder with the bud, cover again with wax that will hold good through the winter's rain and summer's sun, and keep the wood alive until it is all healed in. I would select a bud set on orange stock. Lemon or orange will do nicely, but the converse will not hold good. The habits of the two are essentially different. The lemon has a perpetual flow of sap, while the orange stops to mature its wood and ripen its fruit. The orange, for this reason, should be ripened on the tree and the lemon should not. Select a bud with a true taper, like a carriage-whip, thrifty and well grown—one that carries the white wood well up and rounds the cane well to top on yearling; very large leaves indicate a very strong flow. Select a bud that is clean without having been cleaned, from a locality where there has never been any white or red scale.

Having secured the best buds obtainable, we must now transplant it to the orchard. Here, again, conditions must govern. I prefer to do this at one year old, because it has much less top to cut away than it would have at two years old. The second year's growth on such a bottom is simply enormous, is inclined to mature wood and put on fruit, and has to be cut away if left in nursery, when, if removed to orchard, such growth as is wanted can be forming the permanent top, and the rest can be thumb-pruned away, without shock or check to the plant. I prefer cutting back in the early winter and stripping the cane pretty close. Then tip with wax every raw place; then it is is healed over, the tree recovered, and there is not much to do when planting time comes but to cut the top off. I like this method for another reason. The first growth is strongly inclined to be lateral, with a downward tendency. If that is taken off the next growth will be nearly at an angle of 45 degrees, and the tree can be readily shaped to carry a heavy load of fruit. This method I consider a very important feature in the foundation of a tree, and never having seen it adopted or suggested in any of the books, I claim it as an original developement, and solicit investigation. Five thousand such trees, planted in my own orchard last year will verify what I claim for it. As to the time to transplant again consult conditions, and be governed by them. Seasons vary very much, and it is not safe to name the day of the week or month. When the buds are swollen to bursting, and new growth just about to start, that is the time to transplant the tree. If this should occur in a locality where there would be danger of subsequent frost, it should be deferred until this growth has hardened and such conditions are again on. I presume some of you have seen green trees cut and hauled to wood-pile and young growth put out several inches long. The log that did that came from a tree which was in condition to transplant when it was cut. When you find the bud in this condition cut it back, and cut the tap root to hold it there. See that your ground is well prepared. Lay it off, and secure your force. I would plant twenty-four feet apart each way. Hence, everything in readiness, before you touch a tree; if a norther should come on just as you are ready, stop and wait till it is over. When the weather is favorable put some of your men to raising trees, some to digging holes, and one to hauling trees; cover with wet blankets as soon as out of the ground. If sun is shining and atmosphere dry, or you have far to haul them, I would grout them. When this is done great care should be taken to prevent the grout from drying or hardening on the fibrous roots. If the land is deep, marl and sand, as it should be, cut tap roots twenty-four inches. Dig holes thirty inches, and set crown roots six inches below dry earth.

Tamp bottom solid up to crown roots. Then cover them, and one man tamps with his feet. A tank wagon should follow the setters, and give each tree a bucket of water. As soon as the water has disappeared, cover up with loose earth. Now the tree has what is indispensable—something to preserve the old life until the new life begins. One bucket of water at the right time is worth a great deal more than a flood a few days afterward. Your citrus tree cannot wait until you have finished the plot. Now stake the tree and tie it, otherwise the wind will move it back and forth, packing the earth on either side until a little space is opened all around the cane where the air can penetrate to the crown roots and evaporate the moisture; put a a little straw, half-composted, on top before the hole has been quite filled; put a little earth on it to keep the wind from blowing it away. Now paper the trunk; it keeps the jack-rabbits from eating the tree; it prevents young growth from starting where it is not wanted, and above all, it protects the bark from the reflection from the sand, otherwise the south side of your tree will be hidebound—the bark brown. Try it with your knifé—it will not slip, and you will find free circulation of sap on the north side only. You must protect the trunk from the ground up until the foliage will do it. Now the work is done. Ninety-five per cent. of the trees will live, and make a growth at first-growth period after the trees are established in their new home.

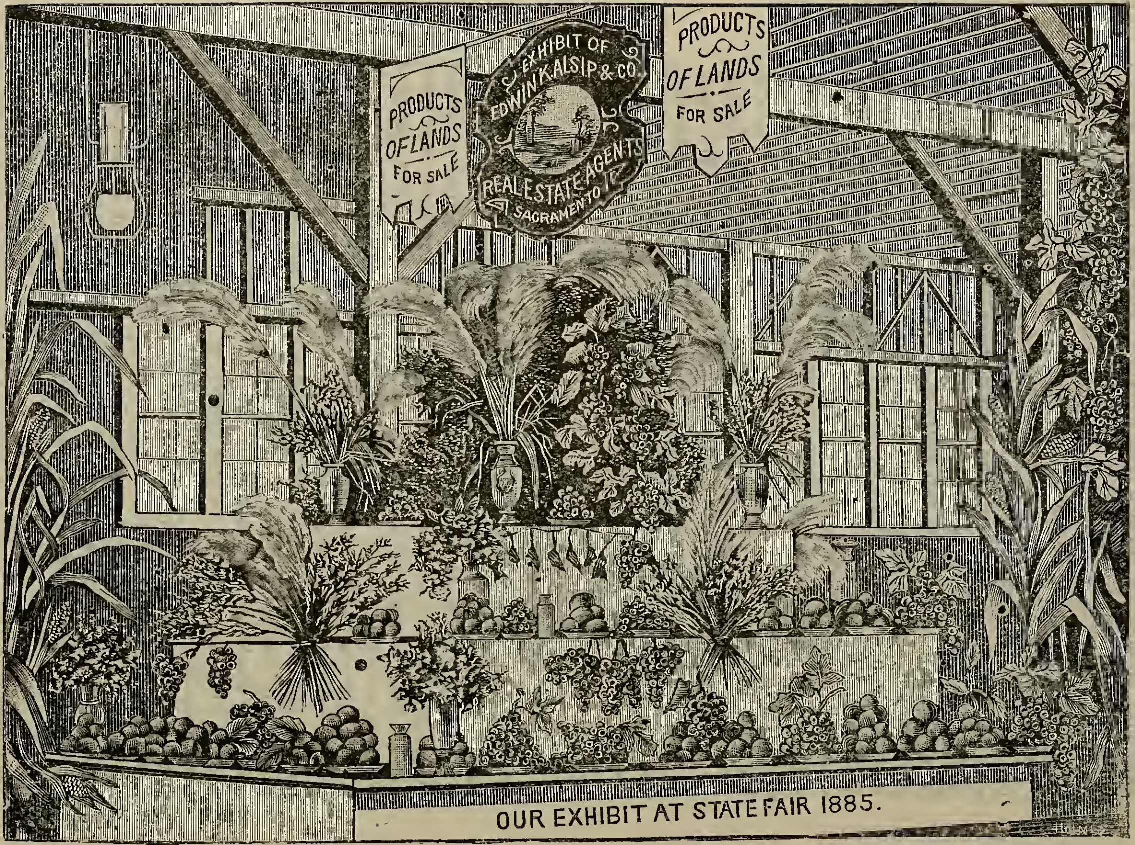
Citrus trees should never be distributed ahead of the planters, or allowed to suffer a moment in any way, at any stage of the business, or a check will result. If severe, a stunt will follow from which it will be difficult to secure a good recovery. From this time on irrigate just enough to furnish the requisite moisture, and no more. Cultivate and mulch thoroughly after every irrigation. Never let a weed show itself in the orchard, and do not plant peas, pumpkins, potatoes, or anything else there, as many do.

And now a word in regard to pruning. I have seen orange trees pruned high and pruned low, and short and long. Nearly every man has a fancy of his own. The more foliage you have the stronger will be the life and growth of your tree. Control the growth, but do not destroy it until you can spare it. This you can do by pinching the ends. Never prune your tree in July, August or September. Those of you who have lived in a timber country know that trees are sure to die if girded at the proper time, while there are times when it fails to kill. Watch closely at all times for scale, and spray twice a year, whether you find any or not. You must destroy them or they will destroy you. It has been done, and whatever "man has done man may do."

In order to achieve the best results certain conditions are requisite in the orchardist himself. Spasmodic effort will not do. He must have continuity well developed, be willing to labor and wait for the good time coming. Perfect conditions, always maintained from the seed to the fruiting, is the price of the best results in citrus culture.

THE RAISIN OUTLOOK.

The esteem with which California raisins are coming to be regarded at the East, is shown by the fact that recently a representative of a Chicago house visited California with the intention of purchasing a dozen or so carloads for his firm. So thoroughly had the market been cleaned up, however, that he was barely able to gather together a single carload. Although numerous predictions of over-supply and low prices were made in the early part of the season, it is a fact that every producer whose raisin pack was of even passable quality has disposed of his crop at good figures, and the outlook for the coming season could not be more promising. Already contracts are being made for the delivery of the 1887 pack, but whether it is wise to bind one's self to certain figures at this time or not is a difficult question to decide. A fortunate thing about the raisin grape, is that so far no insect enemies have attacked it, and with proper care in cultivation it is to be hoped that this state of affairs may continue. The man who sets out a raisin vineyard in a locality already proved to be adapted to its growth, has about as sure a mortgage on the future as one can possibly secure.----*Ex.*


PRODUCTS OF LANDS FOR SALE
EXHIBIT OF EDWIN K. ALSIP & CO. REAL ESTATE AGENTS SACRAMENTO
PRODUCTS OF LANDS FOR SALE

OUR EXHIBIT AT STATE FAIR 1885.

The following table shows the average rainfall from 1849 to 1887 of fifteen different points, extending from Sacramento to Scott Valley, Siskiyou County:

Sacramento	19 596
Folsom	22.231
Shingle Springs	32 195
Placerville	45 131
Georgetown	58.472
Grass Valley	50 306
Marysville	19.143
West Butte	13.680
Colusa	19.320
Princeton	14.715
Red Bluff	26 484
Reeds Camp	72.090
Weaverville	39 342
Yreka	15.515
Scott Valley	23.763

ACTUAL MONEY RETURNS.

By way of illustrating the financial returns of the production of *early fruit*, we append some results reported by reputable citizens of Vacaville who have *no land to sell*, and are entirely unbiased by any selfish interest in reporting the returns.

John Dolan, upon a four acre orchard of strawberry peaches (unfitted for market in a green state on account of variety), dried and sold to M. Blum, of Vacaville, dried peaches to the amount of $1750 in one season.

Charles Hall realized from the Baker orchard more than $800 per acre for Alexander peaches.

W. W. Smith has sold more than $1100 worth of cherries from a single acre in a single crop.

Henry Schroeder has realized on *an average* upon his early vegetable land more than $300 per acre for early tomatoes, beans, etc., for years.

Charles Martell sold $1800 worth of Tokay grapes from a single crop from two acres of land.

L. W. Buck has realized $1000 per acre from his Fontainbleau and Muscat crops for several consecutive crops, and during one season sold to M. T. Brewer, of Sacramento, 4100 crates of Fontainbleau grapes, at $1.00 per crate of 20 pounds, from two acres and three-quarters of vineyard.

Similar results to the above are attained each year, and can be verified by investigation at any time.

W. W. Smith, one of the leading cherry growers of Solano County, received as high as $5 per box for his fruit in Chicago. Each box weighs ten pounds, and he has shipped as high as 500 boxes in a single day.

ELEVATIONS OF THE LEADING FOOTHILL TOWNS.

	Feet.		Feet.
Roseville	189	Colfax	2,448
Rocklin	269	Dutch Flat	3,425
Pino or Loomis	420	Alta	3,625
Newcastle	930	Blue Canyon	4,700.
Auburn	1,200	Grass Valley and Nevada City	2,800
Auburn Station	1,350	Rough and Ready	2,000
Clipper Gap	1,785	Pilot Hill	1,175

THE CLIMATE OF CENTRAL CALIFORNIA.

The Citrus Belt Balmier than Palermo, Naples, Nice, Florence or Pisa.

The boasted perpetual sunshine and blue skies of Italy are beaten by the great citrus belt of Central and Northern California. We have more clear days, blue skies, and a warmer winter temperature than the great eastern and western riviera of Italy, known the world over as the greatest winter resort for tourists and health-seekers, as the following tables will amply prove. The authority for the Italian table is Sir James Clark, of England:

Comparative Italian Climate.

Places.	Average Winter Temperature...	Average Spring Temperature...	Average Summer Temperature...	Ave'ge Fall Temperature	Average Annual Temperature...	Highest Temperature..........	Lowest Temperature ....
Palermo	53.1	59.3	74.7	66.8	63.5	92	35
Naples	48 5	88.5	74 2	64.0	61.3	......	....
Rome	48.9	57.6	72.2	64 0	60.7	......	....
Florence	44 3	56 0	74.0	60.7	58.8	......	....
Genoa	44.9	58 6	75.0	63.0	60.4	......	....
Mentone	49.0	58.3	73.9	62 5	60 9	85	23
Nice	47.8	56.2	72 3	61.6	59 5	......	....
Cannes	49.6	57.4	73.0	61.0	60.2	85	20

COMPARATIVE TABLE—TEMPERATURES OF SACRAMENTO, RED BLUFF, AND LOS ANGELES—COVERING A PERIOD OF SEVEN YEARS.

BY SEASONS, FOR SEVEN YEARS.	Spring.	Summer.	Autumn,	Winter.
SACRAMENTO.				
Mean Temperature..................	59.5	71.7	61.5	48.3
Maximum Temperature..............	98.0	105.0	101.0	73.5
Minimum Temperature	29.0	48.0	27.0	21.0
LOS ANGELES.				
Mean Temperature..................	58.4	67.6	62.7	53.5
Maximum Temperature..............	100.0	106.0	108.0	88.2
Minimum Temperature	35.3	47.0	34 2	28.0
RED BLUFF.				
Mean Temperature..................	60.0	80.2	63 5	47.0
Maximum Temperature..............	101.4	110 5	106.0	80.0
Minimum Temperature	28.0	47.0	26.0	19.0

Average—Sacramento, 60.2; Los Angeles, 60.6; Red Bluff, 62.3.

COMPARATIVE CENTRAL AND NORTHERN CALIFORNIA CLIMATE.

STATIONS.	Average Winter Temperature....	Average Spring Temperature....	Average Summer Temperature....	Average Autumn Temperature....	Average Annual Temperature....	Highest Temperature..	Lowest Temperature.. ....
Redding....................	47.8	61.1	81.0	65.3	63.8	110	24
Anderson..................	50.0	59 3	80.7	60.2	62.6	114	28
Red Bluff..................	46.8	59.8	79 7	63.2	62.4	110	19
Chico......................	47.3	62 4	81 3	64.2	63.8	115	20
Oroville	52.0	64.5	78.8	64.3	64 6	102	29
Willows....................	45.7	63.0	81.5	64 5	63.7	112	19
Orland	52.6	65.1	81.7	67.6	66 8	113	26
Marysville.................	50 0	63.0	78.4	65.4	64.2	115	24
Auburn.....................	46.2	56 4	74.3	61.7	59.7	106	18
Colfax.....................	46.0	55.9	76.0	60.2	59.5	106	16
Ione.......................	49.1	60.6	78.1	64.6	63.1	110	19
Sacramento	48 3	59 5	71.7	61.5	60 2	106	19
Woodland	48 3	61.6	77.7	63.8	62.8	106	20
Dunnigan...................	47.8	63.6	79.9	65 4	64.2	118	21
Benicia....................	46.6	56.8	67.6	60.7	57.9	105	28

It will be seen by the above true copies of Signal Service reports that the climate of Central California compares most favorably with the favored climes of Italy.

QUANTITY OF SEED USUALLY SOWN UPON AN ACRE.

Barley, broadcast	2 to 3 bushels.
Beans, dwarf, in drills	1½ bushels.
Beans, pole, in hills	10 to 12 quarts.
Beets, in drills	5 to 6 lbs.
Broomcorn, in hills	8 to 10 quarts.
Buckwheat	1 bushel.
Cabbage, in beds to transplant	¼ lb.
Carrot, in drills	3 to 4 lbs
Chinese Sugar Cane	12 quarts.
Clover, Red, alone	15 to 20 lbs.
Clover, White, alone	12 to 15 lbs.
Clover, Alsike, alone	8 to 10 lbs.
Clover, Lucerne or Alfalfa	20 lbs.
Corn, in hills	8 to 10 quarts.
Cucumber, in hills	2 lbs.
Flax, broadcast	1½ bushels.
Grass, Kentucky Blue	3 bushels.
Grass, Orchard	3 bushels
Grass, Red Top	3 bushels.
Grass, Timothy	½ bushel.
Grass, Hungarian	1 bushel.
Grass, Mixed Lawn	3 bushels.
Hemp	1½ bushels
Melon, Musk, in hills	2 to 3 lbs.
Melon, Water, in hills	4 to 5 lbs.
Millet, broadcast	1 bushel.
Oats, broadcast	2 to 3 bushels.
Onion, in drills	5 to 6 lbs.
Onion, for sets, in drills	30 lbs.
Onion, for sets, in drills	6 to 12 bushels.
Parsnip, in drills	4 to 6 lbs.
Peas, in drills	1½ bushels.
Peas, broadcast	3 bushels.
Potato, cut tubers	10 bushels.
Pumpkin, in hills	4 to 6 lbs.
Radish, in drills	8 to 10 lbs.
Rye, broadcast	1½ to 2 bushels.
Salsify, in drills	8 to 10 lbs.
Spinach, in drills	10 to 12 lbs.
Squash, bush var., in hills	4 to 6 lbs.
Squash, running variety	3 to 4 lbs.
Tomato, to transplant	¼ lb
Turnip, in drills	½ to 2 lbs.
Turnip, broadcast	3 to 4 lbs.
Timothy, alone	½ bushel.
Wheat, broadcast	1½ to 2 bushels.

We would advise all fruit growers to dry their fruit when prices reach a figure that they cannot sell at a profit. Dried fruit will always demand good prices, and it costs but little to prepare it; and many times the dried will bring more in proportion than green fruit.

The only licorice root raised in any quantity in the United States is produced by Isaac Lee, seven miles from Sacramento, on our plain land, and is the most profitable crop raised. (See engraving on page 12.)

THE OLIVE.

San Remo, the celebrated locality for olives on the riviera, Italy, although situated nearly three degrees further north than Redding, California, has the same mean temperature in winter, and annually as Sacramento; and there is no question as to the fact that Central California is equally the natural home for this semi-tropic fruit. In his admirable description of San Remo, Mr. Hassall, speaking of the olive, says:

It is the most conspicuous and abundant of all the fruit trees growing on the riviera, claiming the hills and valleys as its own. Although the olive tree has taken possession of the riviera, it is really a native of the Holy Land, but it has evidently found here conditions of soil and climate not less favorable than those of its own country. The olive tree is an evergreen of slow growth, attaining under favorable conditions the size of a forest tree, and flourishing for many centuries. The mode of growth is singular; the young trees usually consist of a single trunk, which divides at a short distance from the ground into two or three primary branches, and this trunk is often irregularly twisted and contorted. When the tree has attained any considerable size, the interior frequently decays, and the outer part of the trunk with the bark becomes split up into two or three segments; the bark then gradually encircles the separate portions until each becomes coated all around, and several stems are thus formed out of the original single trunk. Why the inner portion of the tree should be so prone to decay is not very apparent, but it may be caused in some cases by the admission of moisture through the numerous fissures and holes in the bark; these extend some distance into the substance of the tree, and from their number one would be led to suspect that many of them are the work of some boring moth.

This splitting up of the tree into smaller trunks and the forms thus assumed are often very singular. The roots are very large and massive, and some of them penetrate deeply in search of the nourishment which is contained but sparingly in the soil in which the olive trees grow. Now this breaking up of the original trunk is probably materially aided by the extension outwards of the roots, which draw the lower portion of the trunk with them and so help to split it up. But there is still another way in which the trunks are multiplied, and which contributes in many cases to their singular appearance. From the roots which lie so thickly spread round the trunk, and which are partly above the surface of the ground, spring up numerons shoots, some of which being suffered to grow attain at length the size of secondary trees; and thus one olive tree, in time, often possesses several trunks. The leaves of the olive tree are long and narrow, dark green on the upper and silver gray on the under surface, the young shoots presenting also a silvery appearance. The leaves resemble closely those of the willow, to which, indeed, the whole tree bears some resemblance.

It puts forth its small axillary and pretty clusters of yellowish white blossoms usually in April; it begins to ripen its fruit about October. The berries are at first green, afterwards of a plum color, and finally almost black, with a rich bloom. When ripe they begin to fall off the trees, and great numbers of women and children are employed in picking them up, carrying the baskets filled with them, at the end of the day, to the olive mills. The picking up of the olives at San Remo sometimes extends far into the spring, the period varying in different years according to the weather, the greater or less abundance of the crops, and the freedom of the olives from the attacks of an insect which lays its eggs in them and to which they are particularly liable. When once the olives have fallen from the trees, the sooner they are picked up the better, for if they are allowed to remain on the ground, and especially if it rains on them, they acquire a taste of earth and grass, and the quality of the oil is thereby injured. In good olive years men climb up into the trees and beat the branches with long poles, the olives falling on to cloths spread beneath the trees. The oil extracted from these olives is of the best quality, being free from all extraneous taste. The olive crop is very uncertain, and it is reckoned that a good one is only obtained, on an average, once in three years, and in order even to insure this, it is necessary that the trees should be regularly pruned and well manured.

Every year the earth is dug up about them, and once in three years a trench is made running partly round the tree, but at a little distance from it; into this the manure is put. This consists of almost any description of animal and vegetable refuse, but old woolen rags are considered to be the best, and the fouler and dirtier they are the more suitable they are deemed for the purpose. The collection of these rags and their importation into the olive districts constitute a regular trade. The trees appear at their worst after they have been beaten to obtain the berries, and when they have been pruned; it is in winter that they are seen to most advantage, when their foliage is thickest and freshest; but they also look particularly well in the spring, after they have put forth their new shoots and are in blossom. Although the olive is much hardier than the orange and lemon trees, it bearing a temperature of 17 degrees above zéro withont being killed, a warm climate, such as that of the riviera, is yet necessary to the prodnction and ripening of its fruit.

The process of obtaining the oil is as follows (and for the most of the particulars I am indebted to the kindness and practical knowledge of M. Alexandre Escoffier, of San Remo): The olives are sold by the grower to the manufacturer, and are carried to the mills by the women who collect them. The mills are usually situated, for the sake of water power, in the course of the streams which flow through the valleys. The olives are strewn on the floor, the different days' gatherings and qualities being separated by boards placed edgeways, and the sooner the olives are pressed after they are collected the better the oil. The olives are next reduced to a pulp by means of a revolving stone, an operation which takes from three to four hours; the pulp is then taken out of the mill and put into circular bags, termed "exportine," having a large hole at top and bottom, and made of a very tough kind of fiber worked in meshes like a net; these, when filled, are placed one on top of the other, to the number of ten or fifteen, under a press which is almost always worked by hand. A portion of the oil escapes from the pulp before any pressure is applied, and this is called "virgin oil;" that produced by pressure is mixed with the water naturally contained in the olive, and the expressed liquid must consequently be allowed to stand for some hours, that the oil may rise to the surface. This oil is called "huile de seconde," and is not so good nor does it keep as well as the "virgin oil." It should be understood, however, that unless special orders from the merchants are received to the contrary, the manufacturers do no keep them separate---they are mixed together at once.

After the olives are pressed the pulp is placed in large pits called "fosses a ressences," where it is left to be used two, three, even six months later; or it can be immediately placed a second time in the mill, the oil to be extracted by the "cold process," as it is called. The mill is set going and a stream of water continuously poured on the pulp, the water and pulp being carried away by a siphon into five or six receptacles, all communicating with each other. The stones of the fruit, of course, sink to the bottom. The pulp and any parts containing oil rise to the surface in these receptacles. This is all skimmed off, and the pulp once more placed in the "exportine," which, however, are of a much closer make than those first used, and are called "spagnolettes." They are subjected to pressure, as before, and an oil is obtained which is used for burning and also for greasing machinery. In case the manufacturer prefers to wait for some months, the pulp, before being put under pressure, is placed in a large caldron with one-third the quantity of water and boiled for several hours. The contents of the caldron are then put into the "spagnolettes," which are pressed and a very thick greasy oil procured; this after being allowed to stand for a long time divides into two qualities; the upper portion has a bad smell, is often green, very limpid, and is used for machinery and in cloth manufactories; it is more valuable than the other quality or lower portion, which is only used in the making of soap. The pulp that still remains for this last process is sold to the manufacturers of sulphuric acid, who by the aid of this and the hydraulic pressure, produce an oil which in the trade is known by the name of "sulphur oil." Soap is also made from this. The stones of the fruit are sold for fuel to heat ovens and for steam machinery. The water from the pulp contains much of the coloring matter of the ripe olive, and is stained a deep red. Sometimes this is collected in receptacles to allow of the subsidence of residue which is used as a manure, at others it is discharged directly into the streams.

Olives equal to any in the world flourish in the Sacramento Valley and foothills, and are freer from insects than those grown in the coast counties. Mr. Cooper, of Santa Barbara, the largest grower of the olive on the Pacific Coast, said he would give considerable if his trees were as healthy as thoss grown in the Capitol Park, Sacramento. Sacramento County produces as fine olives as any one could ask for, and they are as profitable crop as can be raised, and less care, as can be testified to by many who are raising them.

Twenty Acres Enough.

Old settlers say, when speaking of twenty-acre homes, "A man can't make a living on twenty acres." James Y. Dillon, near Woodland, has ten acres of land in fruit. Seven acres of this has bearing Muscatel vines. The past season Mr. Dillon sold from these seven acres $1,969.25 worth of raisins and $150 worth of green grapes, besides what were eaten by his family and given away to neighbors. This is a gross yield of $302.75 per acre. The net yield must have been $250 per acre. That is ten per cent. upon $2,500 per acre. Who, with such instance before us, will say that twenty acres of good land in California, well tilled, is not enough to make a happy home and independent income and living for a family?

WHY DELAY?

If you wish to sell your property, place it in the hands of EDWIN K. ALSIP & CO., Sacramento, they being the largest Real Estate dealers, with one or two exceptions, in California; they are extensive advertisers; reach more customers and make quicker sales.

If they do not sell your property, there will be no charge; no sale, no pay; besides, it will be well advertised free of charge to you. It costs you nothing to try them.

You may have other investsments in view, and by delaying the sale of your property you will, by trying to dispose of it yourself, lose the chance of investment, whereas Alsip & Co. would have sold it, and you would have made a hundred fold more than their commission on the investment lost by you. The commission cuts a small figure in a sale. They can show your property up to better advantage than you can, and get as much for it.

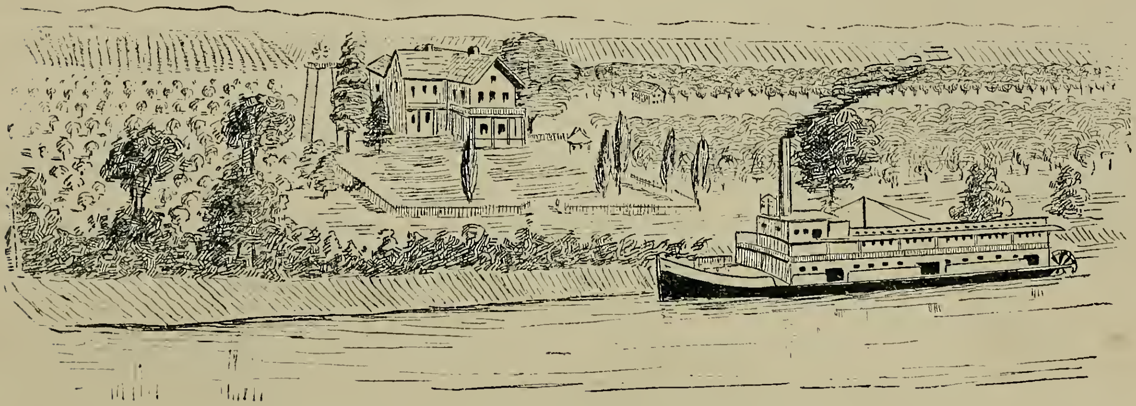
Do not think these are all the lands we have for sale. We are having farms come in each week. If you do not find anything in this catalogue to suit you, send for a further list. We take pleasure in answering correspondence. If you have goods to sell you must exhibit them, or you will never make a sale. In inquiring for any particular price, please refer to the folio number as we advertise it.

We have a large list of City Property for sale, Vacant Lots, Improved Property, Business Property, and good paying investments. Also stores and dwellings to let in all parts of the City. Rents Collected.

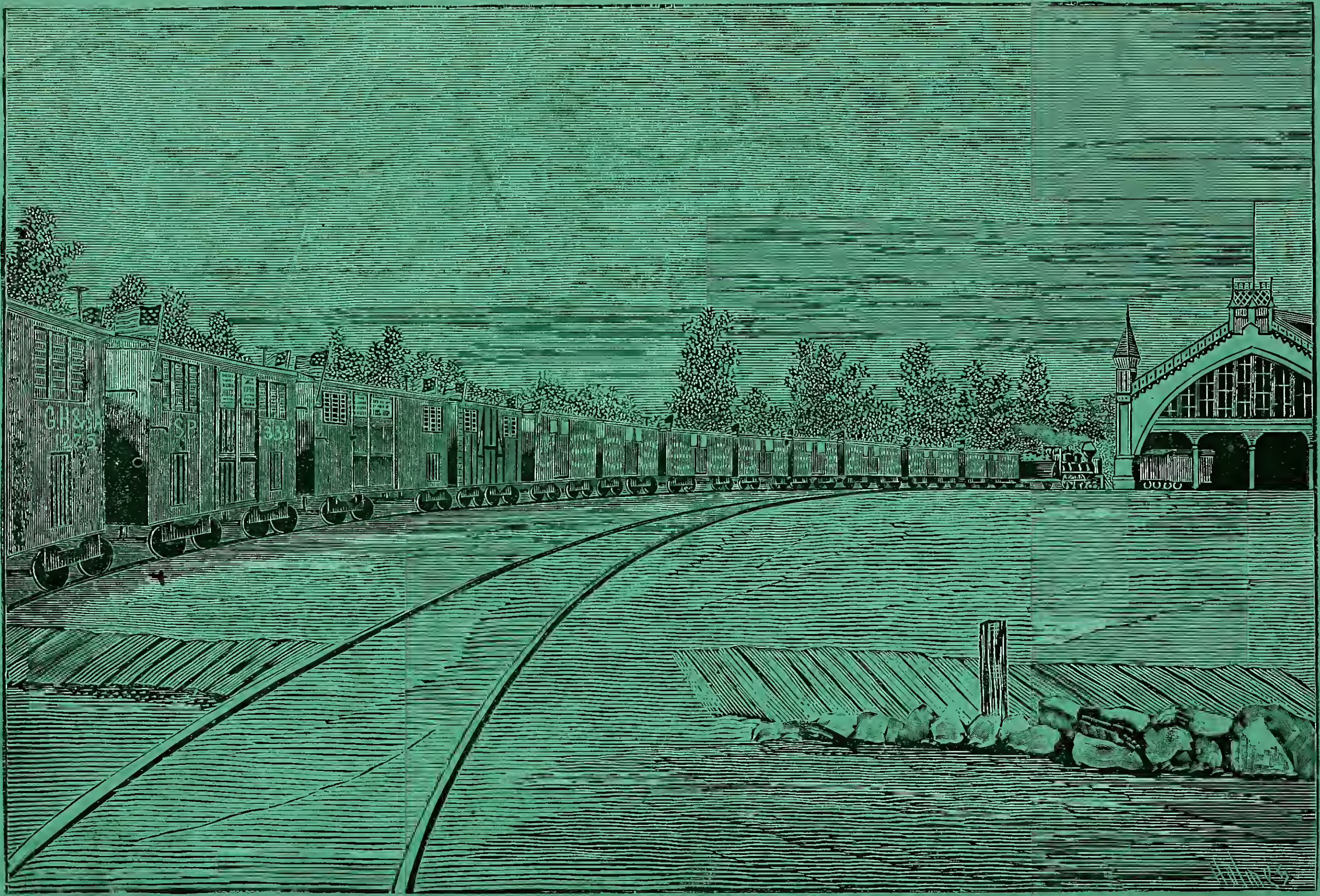
We have City property to exchange for Country property, and Country property to exchange for City property.

CATALOGUES ISSUED MONTHLY.

Respectfully,
EDWIN K. ALSIP & CO.,
Real Estate and Insurance Agents,
No. 1015 Fourth Street, Sacramento, Cal.



Fruit Farm of S. Runyon, Sacramento County, California.



First Fruit Train Leaving California, Loaded in Sacramento, 1886.

6

October and November, 1888

No. 55.

For $8,000--160 acres, with good dwelling; large stable and barn; 3 acres in orchard, berries and fruit; horse power pump; fenced into four fields with good fence; six miles from Sacramento. A very cheap tract of land.

No. 59.

800 acres of land—six miles west of Lincoln, Placer county; 350 acres in grain, 20 in alfalfa, 40 acres will produce it: plenty of timber for wood; good windmill and tank; good new dwelling, with six rooms; 2 stables and three large barns. Auburn Ravine, with water year round, runs through the place. Land produces from 15 to 20 bushels of grain to the acre. Price; $40 per acre. This would make a tract for a colony.

No. 61.

For $6,000—50 acres of land, 1 mile from Florin, 6 miles from Sacramento; 20 acres in grapes, 2 acres in orchard, 4 windmills, small dwelling and barn.

No. 65.

For $6,000—144 acres, of which 4 acres are in vineyard, 20 in fruit, 30 acres in grain; 65 acres fenced into two fields; 10 acres in timber; dwelling of four rooms, and stable; situated nine miles from Placerville, El Dorado County.

No. 283.

$12.50 per acre—stock range, 2,800 acres, in Amador county, near Carbondale; all fenced and cross fenced; good dwelling of five rooms, three stables and outbuildings, sheep sheds, wool houses, etc. A never failing creek runs through the center of the land; also, numerous springs of good water; also a mountain range of 800 acres, with privilege of outside range; 2,500 head sheep, 40 head cattle, 12 horses, 200 head hogs, can be had if desired.

No. 113.

For $16,000—43 acres of land adjoining the Town of Sonoma, 38 acres in vineyard, all foreign varieties, 1,200 fruit trees of all kinds. The soil is deep black loam. Nothing uncommon to get eight tons of grapes to the acre, from the vines. A large two-story dwelling containing ten rooms, with bath and wash houses, packing house, chicken house, stable; has a fine driveway to the house from the road. This place has paid $2,200 a year for the past 10 years, clear of all expenses. Old age the only reason for selling place. Wants to be seen to be appreciated. Railroad runs by it—depot ¼ of a mile.

No. 117.

For $2,100—4 lots, 50 by 97 feet each, with dwelling containing nine rooms, hard finished. Also, barn and stable for four horses. Fruit trees sufficient for family use. Situate in the town of Roseville, Placer County.

No. 122.

For $2,500—Six acres in the town of Roseville, one-half acre in vineyard, 4 acres in orchard, 1 acre in berries, scattered through the orchard, 1 acre in alfalfa, which grows without irrigation. Dwelling with four rooms, stable and outhouses, splendid well of water.

No. 143.

$2,800—Six-mile ranch—160 acres six miles west of this town, in the Cottonwood fruit belt. Extends ¾ of a mile along the public road; ½ mile from school house. All level land, with gray sandy soil, 50 acres cleared. Creek crosses one corner. House, garden, some fencing, and well 15 feet deep, with plenty of water. Title, Government patent. The owner homesteaded the place six years ago, hence he got choice land. Terms, $1,000 cash, balance in one, two and three years, at 8 per cent. per annum; or will take one-half cash, and one-half in good rentable city property. No irrigation needed for fruit trees, vines, hay or grain. Will exchange for city property.

No. 182.

$17 50 per acre—275 acres unimproved land, 7 miles from Latrobe, near Michigan Bar, Sacramento County, nearly all tillable.

No. 196.

$6,500—65 acres of choice foothill land, near El Dorado, in El Dorado County. This place is under a high state of cultivation, having 45 acres in fruit, nearly all in bearing; 500 bearing Bartlett pear trees; 500 trees one year old; 2,500 peach trees; 6,000 trees in all on the place; all of the land is tillable and can be irrigated. Were it not for owner's age, pould not be purchased for the price asked. The buildings nonsist of a fair dwelling and two good barns, with other cecessary out-buildings. There is a fine carp pond on the clace now stocked with that fish and catfish.

No. 210.

200 acres good fruit and grain land, at $30 per acre, situated 7 miles north of Sacramento on Nevada county road, Sacramento County, Cal.

No. 214.

80 acres of land in Nevada County, at $15 per acre. 10 acres cleared, partly under fence, 2 living springs of water, a small dwelling, will exchange for city property.

No. 222.

$2,400—6 lots with building, 42x72, and sheds on all sides; all tools for a complete blacksmith shop; in the town of Roseville, Placer County. This town is in a thriving agricultural district, where a live mechanic can do well. This business is now about1 $1,800 per year.

No. 226.

320 acres at $35 per acre, crop reserved, 5 miles from Roseville, Placer County, 240 acres cleared land, all fenced, 2 living springs, dwelling of 4 rooms.

No. 228.

$7.50 per acre, 320 acres, 200 acres tillable, 40 acres cleared, land is of a slate formation; 8 springs of living water, water can be brought upon the place by ditch, 7½ miles from Shingle Springs, El Dorado County.

No. 229.

$4,500—40 acres near Florin, Sacramento County, 16 acres table grapes, 200 bearing fruit trees, 1 acre strawberries, 3 acres grain, good dwelling of 6 rooms, good barn, 9 windmills with lift pumps.

No. 232.

160 acres, 1½ miles south of El Dorado, El Dorado County, 1 acre in vineyard, 1 acre in orchard, 25 acres in grain, 60 acres tillable, 60 cleared, 60 acres fenced into two fields, 2 barns, dwelling of 6 rooms, for $3,500; with the following personal property, $5,000: 7 horses, 25 cattle, 7 hogs, 4 dozen chickens. This is a cheap place and owing to the fact that El Dorado County is just coming into prominence as an agricultural district, makes it very desirable property.

No. 233.

$2,000—80 acres in Sacramento County, good fruit or grain land. Improvements fair.

No. 236.

$30,000—336 acres on Merritt Island, Yolo County, 500 trees, 120 acres of alfalfa producing 4 crops per annum (40 acres produces 520 sacks alfalfa seed), with seven tons of hay per acre at $5 per ton net. All farming tools, 2 farm wagons, one new spring wagon, all furniture in the house, 6 horses, 52 milk cows, 20 heifers. There is a good dwelling, barn 48x72. This is a number one place for a dairyman. Steamer landing near the place, where all products can be shipped at low rates.

No. 240.

400 acres in Sacramento County at $50 per acre; 8 acres vineyard, 5 orchard, 200 in grain, all tillable and fenced; considerable timber on the land; fine dwelling of 8 rooms, modern improvements, stable, sheds and granary; 4 miles from C. P. R. R.

No. 243.

$8,000—640 acres in Yuba County, 300 acres tillable, all fenced into 4 fields, 300 acres timber; 200 acres cleared; 25 in grain, 25 in orchard; 80 tons of natural hay cut from the land annually, mostly meadow grass; good grazing land.

No. 251.

120 acres in Nevada County, on line of Narrow Guage railroad, at $7.50 per acre.

No. 253.

$2,600—140 acres, nearly all tillable, 30 acres cleared, mostly all fenced, 110 acres in timber, 4,000 vines, 100 bearing trees, some berries, several springs running water, all farming tools; situated ¾ mile from railroad in El Dorado County.

No. 256½.

For $9,000—80 acres, 12 acres in vineyard, 7 acres in orchard, 200 fruit trees, living water the year round, has a good dwelling and stable, chicken house, 3 windmills; a splendid piece of land, and only 4 miles from the city.

No. 259.

$7,000—30 acres, 3 acres orchard, 16 acres vineyard, 6 acres strawberries, ½ acre blackberries, 1 acre alfalfa; all fenced and divided into two fields; new house 8 rooms, stable and fruit packing house, 13 wells and 11 windmills and pumps attached; located 7 miles from Sacramento City, near Florin.

No. 261.

$5,600—160 acres fine grain land, located 5 miles from Antelope, Sacramento County; small orchard; all tillable, but large oak trees are scattered over the land; about 1,000 cords of good oak wood could be cut. All fenced and cross fenced; good house 5 rooms, stable and out-buildings; mowing machine, rake and other small tools go with place.

No. 262.

$6,800—160 acres fine grain and fruit land, 4 miles from Folsom, in Sacramento County; 3 acres vineyard, 1,800 vines; all tillable and fenced and cross fenced; dwelling 4

rooms, stable and other out-buildings; also farming tools, 2 plows, reaper, self-raker and other tools.

No 264.

For $2,200, 148 acres at Smith's Flat, El Dorado County, dwelling 6 rooms, 1 stable, barn 30x40, 100 fruit trees, a good mine upon the land.

No. 271.

$13,000—360 acres land at Missouri Flat, 4½ miles from Placerville, all under fence, 150 acres under cultivation, 250 acres under ditch, and all good fruit land, including 5 acres of reservoir bottom land, which regularly produces $600 to $800 worth of potatoes each year; house of 5 rooms, barn 24x48, with stable and sheds on both sides; 300 choice fruit trees, 25 acres in vines, also undivided 3-16 interest in water ditch for irrigating 40 acres.

No. 272.

192 acres 1½ miles south of town of El Dorado; 160 under cultivation, 23 acres now in grain and 35 summerfallowed; all has been used several years as an angora goat range; 400 loads of good manure now in corral, and can be put on land; good house 5 rooms, barn 30x60, with sheds. Price $8,000.

No. 273.

$7,500—170 acres 1½ miles from Placerville, all under good fence, and all suitable for fruit and vines, grain or clover; also undivided ½ interest in water ditch taking 150 inches of water from Hangtown creek; 320 fruit trees, 40 acres in clover, 20 acres summerfallow, house of 4 rooms, and one of 5 rooms, barn 60x82, insured for $1,000; a bargain.

No. 274.

$1,100—80 acres, 5 miles from El Dorado, El Dorado County; small orchard, 1½ acres in garden, with an abundance of free water, small house; all can be cultivated.

No. 278.

$2,000—80 acres, 4 miles south from Placerville; house of 6 rooms, barn for 6 horses, 1,500 vines, 100 trees in bearing.

No. 279.

$2,750—40 acres, ½ mile from Placerville, south; 250 fruit trees, 2,000 grape vines, all under ditch; house of 4 rooms, 1 horse, 2 cows, chickens, hogs, farming implements, wine press and all.

No. 284.

320 acres of land in El Dorado County; 200 tillable, 60 acres cleared; 120 acres of fine timber; dwellings, 5 good rooms; stable; 4 living springs, and only a few miles from S. V. R. R. Price, $15.00 per acre, which is cheap.

No. 296.

120 acres of fine orange or fruit land in El Dorado County, only 2½ miles from proposed line of railroad from Shingle Springs; will be sold at the low figure of $20 per acre if applied for soon.

No. 299.

130 acres of vegetable and orchard land near Diamond Springs; 4 acres bearing fruit trees; 10 acres vineyard; good dwelling 4 rooms; 2 barns; blacksmith, all farming tools, good wagons; 2 horses, 12 head cattle, 2 hogs and numerous small articles; $7,000.

No. 304.

For $4,500 you can buy 160 acres of No. 1 grain or orchard land with 4½ acres vineyard and orchard, good dwelling of 6 rooms, stable for 6 head horses, large windmill and fine well of water.

No. 307.

160 acres fine vineyard land in Fresno County; plenty of water and good location. Price, $1,500.

No. 309.

80 acres 3½ miles from Loomis, or 6 miles from Newcastle, on Auburn road. New Bear River ditch runs near place and branch ditch runs to land, which irrigates the same; 4 acres vineyard, 4 acres orchard; some berries; 1 horse and wagon; good dwelling of five rooms. Price, $3,700.

No. 310.

480 acres of citrus fruit land 10 miles from Moore's Station, in Butte County, and only about 11 miles from Oroville. Large, new house and cellar, fine front yard, filled with orange, fig, apple, pear, peach and numerous other forest and ornamental trees; fine spring of mineral water, and have effected cures of old standing cases of rheumatism; could be made a fine resort. This ranch is directly in the most favored part of the Citrus Belt, being protected by surrounding hills from the north winds, and there is never any frost or snow on this place. Price, only $5,000—$3,500 cash down, balance can remain on place.

No. 313.

65 acres adjoining Sacramento City; 20 acres in orchard, 11 acres in hops and 12 acres in alfalfa; dwelling 21 rooms; good stables, and all farming tools. Price, $15,000.

No. 315.

540 acres of land at fifty-five dollars per acre, half cash, balance at 7 per cent. interest. This land is only about nine miles from Sutterville; plenty of fine grass growing the year around; would make a fine dairy or stock-breeding farm.

No. 318.

340 acres near Lincoln, in Placer County; small orchard and vineyard; all tillable and fine grain land; some scattering timber; running creek through place; 1½ miles from railroad. Price, $30 per acre.

No. 319.

For $8,000—160 acres of highly improved fruit land in Placer County; running water the year round from North Fork American River ditch; 5 acres vineyard, 5 acres orchard, some berries, 6 acres alfalfa; all fenced. This ranch adjoins the famous orange ranch of Dr. Wood & Hawk, which is valued at a much higher price.

No. 324.

300 acres good stock and orchard land in Nevada County for $10 per acre; good dwelling, 4 rooms, and stable; brush fence.

No. 325.
$4,500, ⅓ cash, deferred payments at 9 per cent. 20 acres of very fine land near Sacramento; 7 acres in table grapes, mostly foreign varieties; 2 acres in orchard, 4 acres strawberries; all fenced, and 7 new windmills for irrigation; good dwelling, 4 rooms.

No. 326.
80 acres 3½ miles from Penryn; 40 acres cleared; all fenced in two fields; dwelling 12x24, 3 rooms; good stable; 2 living springs; irrigation from Bear River ditch; well of good water; the fence is mostly all wire and oak posts. Price, $4,000.

No. 327.
$10,000, easy terms. 120 acres highly improved land adjoining railroad at Penryn and Loomis; fine vineyard of 8 acres, orchard of 8 acres, 1 acre blackberries, 6 acres alfalfa; all fenced; 50 acres fine timber; 2 good horses and harness, 2 cows, 1 mowing machine, 1 rake, 2 plows and harrows, 1 cultivator, 1 2-horse wagon, 1 light spring-wagon, fine dwelling of 7 rooms, large stable, two small houses for men; 2 springs and good well of water.

No. 331.
400 acres finest vineyard and fruit land in El Dorado County; 125 acres bearing vineyard, of the finest wine varieties; also fine raisin grapes; also fine almond orchard; large wine cellar, 125x25, with an L 60x30; good boiler and engine, first-class Heald's Crusher and Wine Press; some 30,000 gallons fermenting cooperage; 1 span good horses, 1 span mules, with wagons and all appliances necessary to conduct the vineyard; the vines are all vigorous and healthy. The cellar cost $25,000; the entire improvements on the place cost more than $50,000. The place is offered for sale at much less than the cost, and upon easy terms, exceedingly favorable to the purchaser. It is also well calculated for the raising of live stock.

No. 332.
300 acres land 1 mile from Elk Grove; 3 acres vineyard; small orchard; 80 acres summer-fallow; all fenced in three fields; dwelling of 6 rooms; stable for 12 head horses; good barn and granary; good windmill. Price, $70 per acre.

No. 337.

422½ acres land near Cosumnes River; large portion can be planted to alfalfa or potatoes; 150 acres fenced in two fields; dwelling of four rooms; 1 new house. This land is only 2 miles from town, and always produces good crops. Price, $57 50 per acre.

No. 340.

The Miller and Henley tract, only 3½ miles from Loomis, and only 6 miles from Newcastle. This tract originally contained 255 acres. It is now subdivided and placed on the market in 20-acre lots; mostly all cleared and easily irrigated; main Bear River ditch touches one corner; land will produce the very finest fruits, and will be sold on easy terms; one-half cash; balance one and two years; interest 7 per cent. per annum, payable semi-annually. Price ranges from $45 to $75 per acre, according to improvements.

No. 342.

236⅔ acres, mostly river bottom land, near Sacramento city; fine large new house, small orchard and vineyard, large barn and graneries (will hold 3,000 bushels of grain and divided into three parts); plenty of living water; would make a fine dairy farm. $61 per acre.

No. 344.

We have subdivided a beautiful and eligibly located tract of land, and named it THE LOUISIANA TRACT. It is now ready for sale in 5-acre lots, and contains 166 acres, situated one mile from city limits, on Lower Stockton Road, in rear of Oak Park. The soil is deep, and first-class fruit land. Citrus and all deciduous fruits and the choicest plants reach the highest state of perfection upon this soil. Five acres in fruit, well attended to, will make a handsome income. Thirty acres of the tract are good alfalfa land, from which three crops a year can be cut. A splendid road, summer and winter, and watered during the summer months. The nearness of the tract to the city enables anyone to retain his position in the city and have his home in the country; while the improvements he places upon the place, with the increased value of the land, will more than double like expenditures in the city, and in a short time the purchaser is independent of any salaried position, and having a good yearly income, and a place he or she can sell for a handsome advance, if so desired. The prices range from $175 to $250 per acre, owing to selection.

Terms—Only one-quarter cash. Deferred payments in five annual installments; interest at 7 per cent. Title perfect. A reasonable discount will be made for cash.

For health the location has no superior. Water pure and in abundance at a depth of thirty feet. The avenues leading through the tract will be graded and trees set out upon their borders as soon as it rains. Do not delay getting one of these choice tracts, as none others are offered for sale in so close proximity to the city. The earlier in the season trees are planted the better they do. Several have been sold, and are being improved.

No. 345.

80 acres No. 1 fruit and grain land 3½ miles from Sacramento; 25 acres fine bearing vineyard, 2 acres strawberries, 2 acres blackberries, 5 acres orchard, all bearing largely; 5 windmills and 9 pumps, nearly new; house of 6 rooms; 2 good barns; all fenced and cross-fenced; 40 acres now sown to hay. Price, $9,000.

No. 346.

240 acres good land 6½ miles from Auburn and 5 miles from Newcastle; small vineyard and orchard, 40 acres in grain, all fenced, good dwelling, 4 rooms, 2 living springs, good barn and stable; some stock goes with the place; price for all $5,000, or 120 acres unimproved for $2,000.

No. 347.

113½ acres highly improved land 2½ miles from Roseville. Eleven acres vineyard, small orchard, good dwelling, small barn, good granary, plenty of living water, mostly all new fencing, and will all produce grain. Price, $6,800; easy terms.

No. 349.

800 acres No. 1. Cosumnes River bottom land; 160 acres in alfalfa, 160 more being prepared; small orchard and vineyard, dwelling of 4 rooms, stable for 20 head of horses, 65 tons of hay, large cow-barn holding 120 head, large granary and corn bin. The land has large oak trees scattered over it. All will produce fine crops. Price, $40,000; easy terms.

No. 350.

240 acres unimproved land on Bear River ditch; all finely

located for Bartlett pears and other fruits. Can be irrigated very easily. Price, $8 50 per acre.

No. 351.

513 acres finely located unimproved land on main line of C. P. R. R. All under main line of Bear River ditch. Fine fruit land. Price, $6 50 per acre.

No. 9.

320 acres. 45 acres in vines; 3 acres in a variety of fruits. No better place in California to make a fortune in the fruit industry. 6½ per cent more sugar in this grape than in a valley grape. All stock and tools go with the place. This is one of the best bargains in the vicinity of Napa. $11,000.

No. 10.

40 acres, 6 miles from St. Helena, at the foot of Howell Mountain, in Pope Valley. Deep, rich soil; has three springs and some timber. No frost. A fine piece of land for a vineyard or fruit ranch. $800.

No. 17.

119 acres near Sonoma road, 2½ miles from Napa. 37 acres in young vines—3½ tons per acre taken from vines last year. Fine land. Good place for vineyard. $100 per acre. $11,900.

No. 61.

31 acres lying 2½ miles from Napa City. Small family orchard; 9 acres young vineyard, some bearing. Sidehill land, and 14 acres more can be put into vines or fruit. Living stream of water on place. Good house, barn and outbuildings. Terms, one-third cash, balance one year at 8 per cent. $2,500.

No. 57.

147 acres. Mountain ranch on the Lake county road, 5 miles from Calistoga. House of 4 rooms, cloth and papered, stone milk house, 700 bearing trees—600 prunes, 100 apricots; 10 living springs, and water piped to the house. 40 acres can be cultivated. $2,000.

No. 44.

85 acres in Foss Valley, unimproved, 7 miles from Napa

City, 300 yards from county road. Plenty of water. $1,200.

No. 1.

320 acres near Gravelly Valley. Commands any amount of mountain range; some improved land for grain and garden; house, barn and corral. Price, $2,400.

No. 6.

160 acres of grain and fruit land. Plain house of 4 large rooms. Frame barn, store-room and cellar. Under fence except about 38 acres. Seventy acres plow land; 12 in fruit and vines, including strawberries and blackberries. Two wells, one a seltzer. Price, $5,500. A cheap place.

No. 24.

415 acres of fine fruit land, 6 miles north of Lakeport on Upper Lake road. Price, $4,800.

No. 29.

175 acres near Upper Lake, with stock and farming implements. A rare chance. $3,000.

No. 37.

A great bargain. 800 acres of choice fruit and vine land, within 8 miles of Kelseyville. Timber enough on it to keep a saw-mill running three years. Has a saw-mill, worth $2,500 or $3,000. Must be sold within 30 days. Price, $10,000, or only $12 50 per acre, with mill thrown in.

No. 38.

A rare chance for a speculation. Nearly 3,000 acres of good land in a body, for sale at $8 per acre.

No. 346½.

For $3,500, 160 acres 1½ miles of New England Mills; all fenced, has 2 acres in fruit, 2 acres vineyard, small dwelling and barn. A very cheap place. Land in immediate vicinity selling for $30 per acre.

No. 353.

200 acres No. 1 fruit or vine land in El Dorado County; 20 acres in vineyard, 5 acres in orchard, 100 in grain, 125 cleared, 200 fenced; good dwelling 1½ story, 7 rooms, stable for 10 head horses, 2 living springs. This place will produce

over 100 tons fine hay, which can be sold from $18 to $25 per ton. Terms $7,000; $3,000 can remain on mortgage.

No. 356.

For $2,000, 40 acres of first class land 1¼ miles from Loomis, mostly cleared.

No. 358.

For $2200, lots 17 and 18 in town of Florin, being 10 acres, with hotel.

No. 359.

For $4,000, 190 acres No. 1 slate formation olive or orange land, 6 miles from Auburn; main ditch runs through place; all fenced and sufficiently cross fenced; fine school building and small house and barn on same; 10 head cattle and other improvements go with the place.

No. 360.

Four Fruit Ridge Farms, 3 miles from Sacramento, between the Upper and Lower Stockton roads, each containing 20 acres. First has a good dwelling of 5 rooms, a blacksmith shop, horse power for irrigating, has 10 acres in fruit trees of the best selection, most all in bearing; price $300 an acre. Second tract has a good stable, sheds, etc., and has 15 acres of the choicest varieties of fruit and table grapes, mostly in bearing; price $250 per acre. Third and Fourth tracts have each 15 acres in fruit trees and vines, selected especially for their shipping qualities; price $250 per acre. The name given to this ridge is owing to the splendid adaptability of the soil for the raising of fruits and vines. Terms of sale—one-third cash; balance in annual instalments, with interest at the rate of 7½ per cent. per annum, purchaser paying taxes upon land.

No. 361.

Addition to the Hickey Tract, situate 3½ miles from Loomis, Newcastle and Penryn, each being a station on line of Central Pacific Railroad, giving the purchaser the choice of three markets, and they are the leading fruit shipping points in Central California. The elevation is about 500 ft., being above range of fogs, and not too far inland to escape the cool evening breeze which comes so refreshing from the ocean. The evenings in this locality are delightful. The county seat is only 11 miles away, at the town of Auburn, where hundreds of people with lung disease congregate every year. This place is highly recommended by leading physicians. So much for the surroundings, and now for the land and a plan for selling. The tract originally contained 455 acres, which have been subdivided into lots of 20 acres, and sold to parties who have improved them, making those now offered more valuable. The addition contains 240 acres, which have been subdivided into 20 acre lots and more, one tract containing 58 acres, with dwelling, barn and all necessary out-buildings, fruit trees, etc., for $125 per acre, which is less than improvements cost. Price of balance from $65 to $85 per acre, one-third cash, balance in annual instalments with interest at 7½ per cent. per annum, purchaser paying taxes on land. Irrigating ditch runs through the tract, furnishing ample water to irrigate whole tract.

The soil is of a dark color—deep, rich and easily cultivated. It is mostly cleared of underbrush, which is a great saving to a beginner, as the usual cost of clearing land is not less than $20 per acre. Corn grows without irrigation; in fact, no irrigation is needed for anything planted save berries. Orange trees planted at Loomis had no water except rainfall, grew well, and but one died. We claim this to be one of the most desirable places in Central California. Several parties have already purchased and are well pleased. Maps showing subdivisions in our office. Full particulars cheerfully given upon application.

No. 362.

40 acres finest fruit land, and only 2½ miles from Loomis; 12 acres cleared and ready for planting. Will be sold in two 20-acre tracts for $1,500 each; or in one 40-acre tract for $2,800.

No. 362½.

40 acres highly improved land, 2 miles from Loomis or Penryn; 700 fruit trees, 7 acres in vineyard, good house and barn, 30 acres cleared, fine well of water and overflowing spring. $3,800.

No. 363.

For $6,500, 20 acres, all in fruit and vineyard, under the highest state of cultivation. Vineyard all foreign vines, produces 4 tons to the acre; fruit of the finest quality; new dwelling of 5 rooms, barn, blacksmith shop and tools, Chinese house, 9 windmills; 1½ miles from Florin; well improved. Needs to be seen to be appreciated. The price seems to be high, yet it is low.

No. 365.

80 acres land ¾ mile from Loomis Station. This piece of land has been subdivided into eight 10-acre tracts. Purchaser can have privilege of buying one or more piece, from $50 to $75 per acre. Map can be seen at office.

No. 366.

For $125 per acre, 42 acres highly improved land 4½ miles from Sacramento City; 23 acres in fine bearing vineyard, 17 acres in grain, good house and barn; lies on main line S. P. Railroad from Sacramento; 2 good wells of water.

No. 367.

513 acres deed land and 160 acres railroad land, 3 miles from main line C. P. R. R. and 3 miles from two thriving towns, and only two miles from Sacramento City; $15 per acre for deeded land, and railroad land at graded price, for short time only.

No. 369.

For $200 per acre, 60 acres 2¼ miles from Sacramento; splendid fruit or vineyard land; all level. Will take one-third cash, balance in monthly instalments or annual payments.

No. 370.

162 acres 7 miles from Sacramento, highly improved, on Jackson road; 12 acres in vineyard, 7 acres in orchard, 4 acres in blackberries, 100 acres in hay (if purchased before cut, after it is cut it will not be sold with ranch); fine new dwelling, 2 barns, chicken house, etc.; 11 windmills, double horse power, mower, rake, etc.; will sell in subdivisions of 80 and 40 acres, giving orchard and vineyard with each.

No. 371.

For $50 per acre, 100 acres, 1200 vines, 35 acres in grain; 4½ miles from Loomis, Placer County.

No. 372.
For $2,500, 40 acres ; has 240 fruit trees, 40 orange trees, dwelling, small barn; a splendid place; 1¼ miles from Loomis.

No. 373.
400 acres fine river bottom land on Cosumnes River, 4 acres in orchard, 120 in grain, 30 in alfalfa ; all tillable, and fenced into six fields ; large dwelling 7 rooms, barn for 40 head horses, large brick milk house, plenty of running water. Price $52.50 per acre. Cheap.

No. 374.
80 acres good grain or fruit land in Sacramento County, for sale cheap. $1500.

No. 377.
40 acres No. 1 land, only 3½ miles from Penryn ; 15 acres cleared. Small house and barn. Price $1800.

No. 378.
40 acres No. 1 grape and olive land, adjoining Land's Station; 10 acres cleared; about 20 cords four-foot wood; several good springs; all fenced. Small house. Cheap, $1600.

No. 379.
40 acres, all cleared ; some 200 Bartlett pears planted on place. Lays adjoining main line C. P. R. R.

No. 380.
80 acres No. 1 land, only 2½ miles from towns of Penryn and Loomis ; 35 acres in fine bearing orchard and vineyard; main Bear River ditch runs near the place, and branch ditch irrigates same; good house, 5 rooms, barn, and shed for packing fruit. This place produces the earliest fruits in the State. Price $12,000.

No. 381.
178 acres of very fine grain land, situated 3 miles from Antelope, in Sacramento County; has 3000 vines, 8 acres of assorted fruits, 80 acres in grain, some good timber, small dwelling, large new tank house, and plenty of water. Can all be irrigated from North Fork of the American River ditch. Price $50 per acre.

No. 382.

10 acres first-class fruit land in Placer County, ½ mile from town of Loomis; good house, 5 rooms; small orchard, two good wells; large school-house adjoins; all fenced. Price $1,000.

No. 384.

33 acres unimproved land, 7 miles from Sacramento, on main Jackson road. This land is well adapted to fruits and berries. Price per acre, $70.

No. 385.

40 acres of nicely located land, adjoining Light tract and fronting on main road. Can be easily irrigated. Price $40 per acre. Very little under-brush; some large timber.

No. 386.

400 acres of No. 1 grazing land in Nevada Co. Living water the year round; wild cherries abundant; will produce alfalfa; also good fruit land; 32 head of stock, 6 head horses, 2 wagons and all household furniture. Price $5,500.

No. 387.

40 acres highly improved land, 1½ miles S. W. from Florin; 10 acres in bearing vines, 300 bearing fruit trees, 2 acres strawberries, some blackberries, good house and barn, 6, wells 5 with windmills; all fenced. Price $4,000.

No. 388.

384 acres fine fruit or grain land, 8 miles East of Sacramento, on main Jackson Road; for sale in a body or in subdivisions. $65 per acre in a body, or $75 in subdivisions.

No. 389.

2,560 acres fine fruit, stock or grain land near Grass Valley. Finest granite soil; will produce the finest of Bartlett pears. Will be sold at $12.50 per acre. Fine piece of land for subdividing.

No. 390.

80 acres No. 1 land, 3½ miles from Roseville, on main wagon road; 40 acres summer-fallowed; good fence, and ready to plant crop in Fall. $50 per acre.

No. 391.

40 acres highly improved land 1½ miles S.W. from Florin; 10 acres bearing vineyard, 100 fruit trees, 2½ acres in strawberries, all fenced, good dwelling, stable, barn and Chinese house; 7 wells and 6 windmills. Price $4,000; easy terms.

No. 392.

320 acres No. 1 grain or fruit land, 2½ miles from Roseville; 14 acres in vineyard, 4 acres assorted fruit trees, large new house of 9 rooms, stable for 12 head horses, barn and granaries; 3 living springs; land produced 50 bushels to the acre this year of grain and 1½ tons hay. Price for whole tract $55 per acre, or in subdivisions from $55 to $75.

No. 393.

20 acres No. 1 fruit land, adjoining Hicky Tract; 5 acres cleared, some fencing, 20 miles from Loomis. Price, $1,600.

No. 394.

20 acres fine fruit land; 6 acres cleared; 1½ miles from Penryn. Price, $1,550.

No. 395.

80 acres highly improved, 3½ miles from Sacramento; 25 acres orchard and vineland, all bearing; good house 5 rooms, 2 barns, 5 windmills, 2 acres blackberries, 2½ acres strawberries, all fenced. Price $9,000; ½ cash, balance 1 or 3 years; interest 8 per cent.

We have some other very fine tracts in other counties that we represent through our correspondents. Name any of the Northern counties in which you wish land; in case we have nothing on our list to suit, we will find what you want.

WHEN READ, HAND TO YOUR NEIGHBOR.

E. K. ALSIP & CO.,

Real Estate Agents

1015 FOURTH STREET,

SACRAMENTO CITY.

FROM
EMORY L. WILLARD'S OFFICE
523 Kearny St. Room
SAN FRANCISCO, CAL.

INCORPORATED MARCH 27, 1886. CAPITAL, $500,000.

TEMPLETON, CALIFORNIA.

WEST COAST LAND Co.

DIRECTORS:

GEO. C. PERKINS	San Francisco
JNO. L. HOWARD	San Francisco
ISAAC GOLDTREE	San Luis Obispo
R. E. JACK	San Luis Obispo
C. H. PHILLIPS	Templeton

OFFICERS:

JOHN L. HOWARD	President
ISAAC GOLDTREE	Vice President
R. E. JACK	Treasurer

C. H. PHILLIPS, Secretary and Manager

DESCRIPTIVE CATALOGUE

AND PRICES OF

THE PASO ROBLES, SANTA YSABEL AND EUREKA RANCHES, TOGETHER WITH 12,000 ACRES OF THE HUER-HUERO RANCH, COMPRISING 64,000 ACRES OF THE FINEST AGRICULTURAL AND FRUIT LANDS IN THE STATE, WITH A FEW NOTES ON CALIFORNIA, AND A BRIEF DESCRIPTION OF SAN LUIS OBISPO COUNTY.

APRIL, 1887.

C. H. PHILLIPS, - - MANAGER.

SAN LUIS OBISPO:
TRIBUNE PRINTING CO.
1887.

An Important Enterprise.—Among the most important movements of the season looking to the development of this county, is the work undertaken by the West Coast Land Company—that of subdividing and selling in small farms the large grants located in the central part of the county. Such an undertaking could only be made successful by a company combining ample means with business sagacity. This corporation is fortified by such names as Geo. C. Perkins, John L. Howard, R. E. Jack, Isaac Goldtree and C. H. Phillips, the last of whom has achieved a reputation as a business manager, second to no man on the coast. The company holds a title to lands embracing a great variety in quality and price, and a man would be hard to please who could not please himself from the tracts they are offering for sale.—*The Inland Messenger.*

The West Coast Land Company has entered upon a great work for themselves and for San Luis Obispo county. It involves the settlement in its borders of at least 10,000 persons. From the character of the enterprise and the reputation of the gentlemen who are to conduct it, a brilliant and ample success must certainly follow. Its directors comprise Mr. Geo. C. Perkins, recently Governor of California; Mr. John L. Howard, a principal executive of the Oregon Improvement Co; Mr. R. E. Jack, the president of the banking house of Jack, Goldtree & Co.; Mr. Isaac Goldtree, the head of the mercantile house of Goldtree Brothers, established for twenty years, and Mr. C. H. Phillips whose name is a synonym for energy and business capacity.—*The Morning Call, San Francisco.*

We are glad to note the remarkable and very satisfactory results of the operations of the West Coast Land Company. There is indicated a very wide spread awakening to the fact that great tracts of the finest lands in California of virgin, unbroken soil remain at this late date open for purchase; that these lands are now for the first time being reached by railroad facilities, and are being cut up and sold in small subdivisions and at exceedingly low prices as compared with the value of similar lands in other parts of the State. The success of the West Coast Land Company is due largely of course, to the character of the lands themselves as we have described them, but perhaps quite as much to the prominence and intelligent effort of the gentlemen who compose the company. When as in this case, a number of the most prominent members of a community, whose business ability is indicated by the abundant succcess and large wealth which has resulted from the management of their individual concerns, unite their forces in an enterprise of this kind, two things may be considered demonstrated, the one that the enterprise is worthy of the effort, and the second that it will certainly be pushed to a speedy and gratifying conclusion.—*San Luis Obispo Tribune.*

There is no organization in our county promising to be of more real benefit to it than does the West Coast Land Company. The tracts of land to be sold by said company, comprise some of the finest grain and fruit land in Southern California, whose climate is not to be excelled in the whole world.

Mr. C. H. Phillips, of our city, the business manager is a man well known, a man of experience in this business, a man of tact and ability and who submits to no failure; we therefore confidently expect great results from this noble undertaking.—*Standard.*

CALIFORNIA.

Its Position, Area, Climate, Etc.

California, next to the largest State in the Union. occupies the same position in latitude on the Pacific Coast as that territory between Savannah, Georgia and Boston, Mass., on the Atlantic Coast, consisting of the ten States of Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware, Maryland, Virginia, North Carolina and South Carolina. It comprises 120,000,000 acres of land, three-fourths of which are suited to profitable husbandry. It possesses over 700 miles of sea coast, with some of the finest harbors in the world.

As adapted to man's comfort and happiness, the climate is known to excel that of any other country.

Its development, considering its limited history, has astonished even modern civilization. Its gold product has reached the enormous sum of $65,000,000 in a single year; wool product, 56,000,000 pounds; barley, 23,500,000 bushels, more than that of any other State in the Union, and more than one-half of the entire product of the United States and Territories.

In 1863, California imported her breadstuffs. In 1880, her wheat product was 58,000,000 bushels, requiring a carrying capacity of 550 ships of 2,000 tons each to take the year's surplus to foreign markets.

The product of California's manufactures for 1880, amounted to $116,000,000.

The product of the vineyards reaches 16,000,000 gallons of wine, and 1,000,000 gallons of brandy, and is largely exported to the Eastern States and foreign markets.

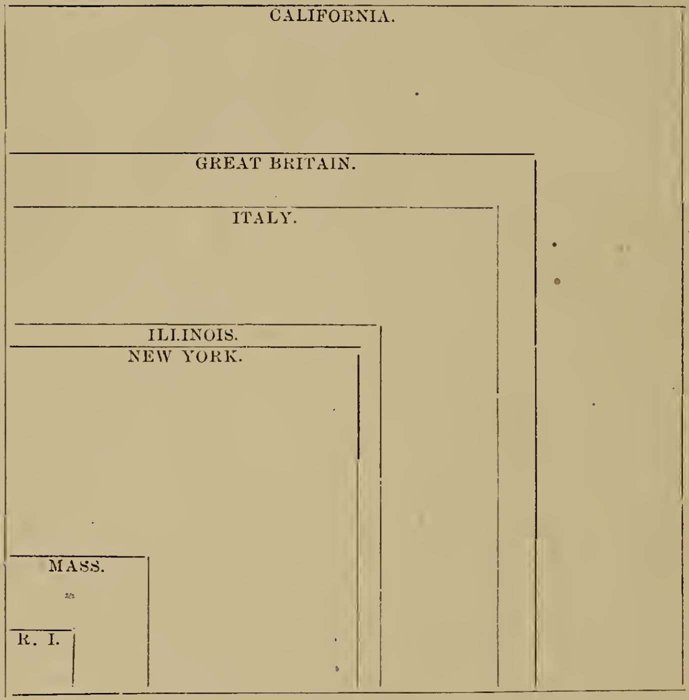
California has provided a liberal common school system, second to no other State in the Union. There are two State normal schools, also twenty incorporated seminaries and colleges.

The Stanford University from a present endowment of $5,000,-

000, to be augmented by the balance of the great wealth of its liberal donor, Leland Stanford, to a sum probably exceeding $20,000,000, and from its beautiful position as to scenery and climate will offer attractions and advantages excelled by none of the great universities of the world.

The Lick Observatory is the largest and most perfectly equipped of any in the world, and has on account of its position and the purity of the atmosphere of California, fifty per cent. greater working power than any other ever built.

Below is a diagram and statement showing the area and population of California as compared with the countries of Great Britain, Italy and other populous and well known States:



CALIFORNIA.
Area, sq. m.....158,369
Population.....864,694

GREAT BRITIAN.
Area sq. m.....121,608
Population..36,426,502

ITALY.
Area, sq. m....114,361
Population..28,209,602

ILLINOIS.
Area, sq. m.....56,650
Population...3,077,871

RHODE ISLAND.
Area, sq, m......1,250
Population.....276,531

NEW YORK.
Area, sq. m.....49,170
Population...5,082,871

MASSACHUSETTS.
Area, sq. m.....8,315
Population..1,783,085

	SQ. MI.	POP.
Maine	33,040	648,936
Vermont	9.565	332,286
New Hampshire	9,305	346,991
Massachusetts	8,315	1,783,085
Connecticut	4,990	622,700
Rhode Island	1,250	276,531
New York	49,170	5,082,871
Pennsylvania	45,215	4,282 891
Total	160,850	13,376,291
California	158,360	864,694

The population of the State in 1830 was 380,000; in 1870, 560,000; in 1880, 865,000; in 1885, estimated 1,000,000. As compared with other countries, the population per square mile is as follows: Belgium, 410; England, 322; Italy, 219; Rhode Island, 200; France, 173; Austria, 160; New York, 100, and California 4½. With the continued and substantial development of the unbounded resources of the State, this difference in population per square mile will gradually disappear. All things considered—climate, resources, comfort, convenience and solid enjoyment of all the luxuries of life—like opportunities for investment do not exist elsewhere. Already unimproved lands in Napa, Alameda, Santa Clara, Los Angeles, San Bernardino and other counties, sell in the open market at from $200 to $450 per acre, and improved at from $500, to $1250. These prices have become fixed and permanent, based on the income from vine, fruit and other culture.

The total State debt is but little in excess of $3,000,000, notwithstanding the liberal expenditure in ten years, of $4,000,000 on public buildings; $4,500,000 on charities; and $2,000,000 on public education; while the State holds in trust $2,700,000 for educational purposes with a cash balance sufficient to offset the debt

"Such is California, with its 160,000 square miles of territory its 800 miles of sea coast, its grand Yosemite valley; its stupendous waterfalls, its giant trees, its towering mountains, presenting within the limits of a single State all the climates known to the Union; all the differences of surface from snow-clad peaks to valleys which lie hundreds of feet below the sea level; all the fruits between the equator and the pole; all the minerals known to geology. She invites the world to her table and all may be filled. Her ships go forth to the ends of the earth, laden with gold and grain; with wool and wine; with oranges and oil; with cattle and corn. She has added more than a thousand million dollars to the wealth of the world, in gold alone, and the end is yet afar off. But it is not the beauty of her scenery, nor the gold from her mines, which will make her future fame; it will be the grain from her wheat fields, the fruit from her citrus groves, the wine from her vineyards, the wool from her flocks, the cattle from her hills, the spice-laden breezes which fill her sanitariums with health-seekers, the rose-clad homes which shelter her workers; these will be her glory and make her enduring fame."

EASTERN MIGRATION.

Useful Information for Inquirers About California.---A Plain Statement of Facts.---Climate and Character of Five Hundred Square Miles of Virgin Soil Around Templeton.

Templeton Times.

The tendency of the populations of the Eastern States towards California, the desire for reliable information about the climate, productive power, the prices of land and the means and cost of reaching those portions of the Golden State which seem worthy of investigation; and a faithful portrayal of the actual condition of things that awaits the visitor or seeker for a home on the Pacific Coast, are circumstances and conditions which make all that is published on the subject peculiarly acceptable to dwellers on the Eastern side of the Rocky Mountains at this time. Never since the discovery of gold at Sutter's Fort has there been such an intense and widespread demand for the sort of information we have hinted at. There is a remarkable condition of unrest throughout all the New England, Middle and Northwestern States and Territories which cannot wholly be accounted for by the rigors of climate, the frequency of cyclones, tornadoes and blizzards, the growing density of population or the rapidly increasing exhaustion of the soil in those portions of our common country. With the existence of all these, there must be recognized the recurrence of one of those periodic manifestations of a law of migration about the causes of which we can only speculate, but of the repeated exhibition of the existence of which there are abundant evidences all along the line of the march of human history, as recorded in the sacred and profane chronicles and written and symbolized alike in the traditions of all races, the rude records of stone and bricks and mounds of earth from the tangled forests of South America to the sand-swept plains of

Babylon. Whenever one of these migratory impulses has seized and controlled races, one of the phenomena of the law that has been observed has been that the movement has invariably been

FROM EAST TO WEST.

The Aryan race, from which we are all descended, was cradled in the Orient, and through centuries of mutations and migrations it has swept continually westward, mingling lineage, blood, customs, laws and civilizations with Hun, Goth, Gaul, Pict, Saxon, Norman and the composite races of the later centuries, until we who stand to-day on the shores of the Pacific seem to have reached the termination of the westward movement, and are looking over toward the cradle of humanity in the far Asiatic birthplace of the race. We may mistake the philosophic interpretation of the unrest which, aided by the modern and comparatively inexpensive facilities for transportation across the continent, has given such unmistakeable evidence of its existence, most notably within the last two years, but the fact itself is too patent to need argument to demonstrate it. It is not merely the spilling over of surplus population nor the desperation of crowded strugglers for foothold on the earth and a supply of food, nor only the pouring into the country of foreign immigration. Men and women who would seem to be rooted to the soil of the older States, persons of middle age with a reasonably comfortable share of this world's goods, those who have rescued fields and homes from the primeval forests of Ohio and Indiana, and others who have driven the prairie dog and the rattlesnake from what thirty or forty years ago were the tenantless and virgin plains of Illinois, Kansas, Nebraska and Dakota, are all inquiring about California. They are not mere predatory argonauts who seek a golden fleece that they may return in triumph with it to the place of their departure, but they are deliberating whether they shall come here to aid in establishing upon a broader and firmer foundation

A NEW CIVILIZATION

In which the conditions of life shall be more favorable, its labors less exacting, its rewards more generous and certain and its surroundings more beautiful and less exposed to the alternations of oppressive heat and excessive cold. They have a faint and inadequate conception of California, as a very large State with a great variety of soil and climate, but they lack definite ideas of how that variety is distributed. It is quite true that one can hardly go astray for reasonable opportunity for success in any part of California if he uses one half the exertion that is required to wrest subsistence from the reluctant soil of the older States, but we who have spent many years in "spying out the land" certainly ought to be able to furnish hints for intending immigrants and visitors which will guide them to a decision at least as to a portion of California which is deserving of the expense and time involved in a personal investigation. While we were writing here in Templeton in the early days of January, in an unfinished building, with a balmy atmosphere, a clear, blue sky and a bright warm sun around and overhead, we read in the dispatches of the Associated Press that the same day a raging snow-storm extended from the lakes to the gulf, from the Mississippi to the Atlantic, and that as far South as Mobile snow had been falling for twelve hours; that rivers were frozen, railroads blocked, navigation and pedestrianism and locomotion of all kinds were impeded, and that there was a vast amount of absolute suffering over all that wide extent of country, caused by the storm. This is a common occurrence on the Atlantic seaboard at that season of the year, but those who left the Eastern States years ago have only a faint remembrance of the intensity of suffering which prevails there during the long and inclement winters. And right here we wish to record the statement that a great deal that is misleading has been written and printed about the

CLIMATE OF CALIFORNIA.

In truth there is nothing that can be properly designated a climate of California, for within the geographical boundaries of the State there may be found every variety of climate that exists in the United States, from Maine or Minnesota to Florida or South Carolina. The winters in the Sierras are, minus blizzards, cold enough to satisfy the most pronounced admirer of the rigors of Dakota; the summer heat of the lower southern counties—and some of the northern—are torrid enough to make a visitor from the tropics feel quite at home, while the summer and autumn fogs in San Francisco could be best appreciated by a native of Labrador or a Massachusetts fisherman who has spent years on the banks of Newfoundland. A great many people suppose that if they come to any place within the State boundaries of California they will get the benefit of what is "glorious" in the climate of portions of the State. This is a great mistake. Here in this portion of the valley of the Salinas river we believe we have a climate unsurpassed by any in the State. The climate in the Santa

Clara and Napa valleys is equally good, but the discrepancy in the prices of land in those localities and in this is so great as to make comparison imposible. There are thousands of acres of virgin soil here to be bought for from $10 to $30 an acre, which is equal in every natural respect to that of the other localities we have mentioned, for vines, olives, and every kind of fruit, and on terms which require but a small first outlay of capital, as the payments are spread over a period of five years, while in the Santa Clara and Napa valleys land equally suitable for orchard and vineyard purposes readily sells for prices ranging from $300 to $1,000 an acre. With those advantages we feel that we are speaking with moderation when we claim for the country tributary to Templeton the

BEST CLIMATE IN THE WORLD.

Neither Italy nor the South of France can surpass it in salubrity. But not in foreign countries nor in our own has there ever been found a climate which will work miracles. We have seen repeated examples of person with one lung who lived for years in this climate, but there must be at least that much on which to build the possible continuance of life. Many Eastern people do not understand this, and expect the climate to create a healthy organism in place of one that has already been consumed by disease. But the destiny of California is not to be a vast sanitarium, although it is fully adapted to that end. The advantages of the climate are all in favor of the vigorous, energetic and pushing—men who can keep abreast of the times and who are seeking opportunities with the full purpose of doing their share to improve them. To such there is vast encouragement in knowing that here we have no dreary winter or smiting, torrid seasons. In fact we really have no winter here in the sense that the people of the Atlantic States understand that term. We have no snow storms with the days of freezing when the thermometer forgets to wake up in the morning; no frozen feet or frost-bitten ears; no imprisonment in-doors for the farmer and his hands, the woodsman or the shepherd with his flocks; no interruption of river and canal navigation; no sheltering of the poor from the cold, winter nights, that would freeze them to death in the streets. Add to this the

LONG SEASONS OF GROWTH

And we have another feature of the climate of peculiar interest to the Eastern reader. A necessary element to a proper estimate of the value of a home in California is the length of the productive season. If three crops can be raised in one season on one piece of land it is worth three times as much as that on which but one can be raised. Even more than that; the single crop has to be worked in the short season of growth; the triple crop is worked by one man in the same time or during the year, employing his whole time, whereas two-thirds of the vital energy of the worker is lost in the contest with the unproductive cold weather. Here the gain of three years is condensed into one, without the loss of two years of life and the food and energy necessary to live through the unproductive and wasting period.

SAN LUIS OBISPO COUNTY.

Position, Area, Topography, Soil, Climate, Productions, Rainfall, Population, Schools, Churches, Prices of Material and Labor, Taxable Property.

This county lies on the coast half-way between San Francisco and the southern boundary of the State, between 35 degrees and 36 degrees north latitude. It is bounded by the Pacific Ocean on the west, the Coast Range Mountains on the east, Monterey county on the north, and Santa Barbara county on the south, and embraces 3160 square miles or over 2,000,000 acres of land.

It has a sea coast of over 80 miles, and five shipping points where steamers call at regular intervals. Port Harford, the principal port in the county, is the best harbor in California excepting alone San Diego and San Francisco, and is second to San Francisco only, in the value of exports.

It is traversed by a low range of mountains running northwest to southeast, dividing the county into two unequal parts, one-third being on the coast and two-thirds in the interior.

The coast side is a succession of hills and valleys, well watered by springs and streams, and, tempered by the sea breeze, is generally without frost.

The eastern portion, comprising 1,300,000 acres has an elevation of from 600 to 1000 feet above the sea level, and is drained by the Salinas, Huer-Huero, San Juan, Cholame and Estrella rivers; their waters finding their way through the Salinas to the ocean near Monterey. There are many springs and living streams, but where not sufficient for all purposes, good water can be obtained at a moderate depth—say from six to thirty feet.

The soil on the coast is rich and deep, alternating adobe and sandy loam, the former predominating. The soil in the eastern part is a deep, rich sandy loam, with slight traces of light adobe; and in both sections from the low valleys to the tops of the highest hills is of the best quality.

The climate of the county in all respects surpasses that of any other portion of the State. It is free from the fogs, winds, excessive rains and cold storms of the northern counties, and the hot winds and light rains of the San Joaquin valleys and the southern counties; and for all branches or farming, stock raising and dairying, requires no irrigation. It has an average rainfall of twenty-one inches along and in the vicinity of the mountains traversing the county, and not more than one-fifth less in most other parts.

Oranges do well in many parts of the county. In the eastern portion, figs, olives, apricots, prunes, plums, peaches, almonds. walnuts and vines of all native and foreign varieties do especially well. In fact, experts in examining soils from all parts of the State, for vines, have decided in favor of this section.

Wheat and barley are produced in great quantities throughout the county. The wheat of the interior is the finest in quality in the State, and is excelled nowhere.

The location of the county is in the way of commerce and in that latitude which warrants immediate development through an increasing immigration. The scenery is grand and inviting. The climate is healthful, no malarial diseases known in the county. The productions are varied, and well calculated to make a prosperous community. The population, starting with 1782 in 1860, reaching 4762 in 1870, 9142 in 1880, is now estimated at over 20,000. The public buildings are up with the times, and over $90,000 have been expended on the public roads. The shipping facilities are ample and the Southern Pacific R. R. now half way through the county, is constructing its road with the boundless means and tireless energy which characterize it. This road will make the favorite through overland route, passing one hundred miles from north to south through the county, making through connection from San Francisco to Los Angeles. The mineral springs are famous the world over. The public schools, now numbering over seventy, are increasing with the increase in population and there are several private schools of a high order in the county. There are three banks, six weekly newspapers and one daily and churches with full attendance representing all denominations.

The county is best adapted to diversified farming, where an income may be had at all seasons of the year from the varied products of the soil.

The prices of horses and farming implements are about the same here as elsewhere in the State. Good cows are worth $30 to $40 a head. Good live oak is worth from $5 to $5.50 a cord. Common lumber is worth $20 a thousand feet at the different landings, and the freight added at the County Seat and other interior towns. Common laborers get $2 a day and find themselves, $20 and $25 a month and found; men in dairy work get from $25 to $35 a month during the dairy season; women for general housework get from $20 to $30 a month, and are always in demand. Willing and industrious men and women can find work at all times at remunerative wages. The salary of teachers is from $60 to $100 a month.

The taxable property of San Luis Obispo County has increased from $6,000,000 in 1884 to $10,000,000. The rate of taxation for State and County purposes is $1.50 and yearly decreasing.

San Luis Obispo is 210 miles from San Francisco by sea; time twelve to fifteen hours; fare,$8.20. Steamers plying up and down call about once a day. From San Luis Obispo to San Francisco by Southern Pacific Railroad 238 miles; from Templeton to San Francisco by same road 221; from Paso Robles 212.

Freight on grain from the different shipping points to San Francisco is $2.50 a ton.

Any person can do better here than elsewhere without money; but every family coming here should have from $1000 to $5000 in cash, and then by applying the same industry, economy and habits of life as are observed in the Eastern States, more satisfactory results will follow to the husbandman, than in any other country.

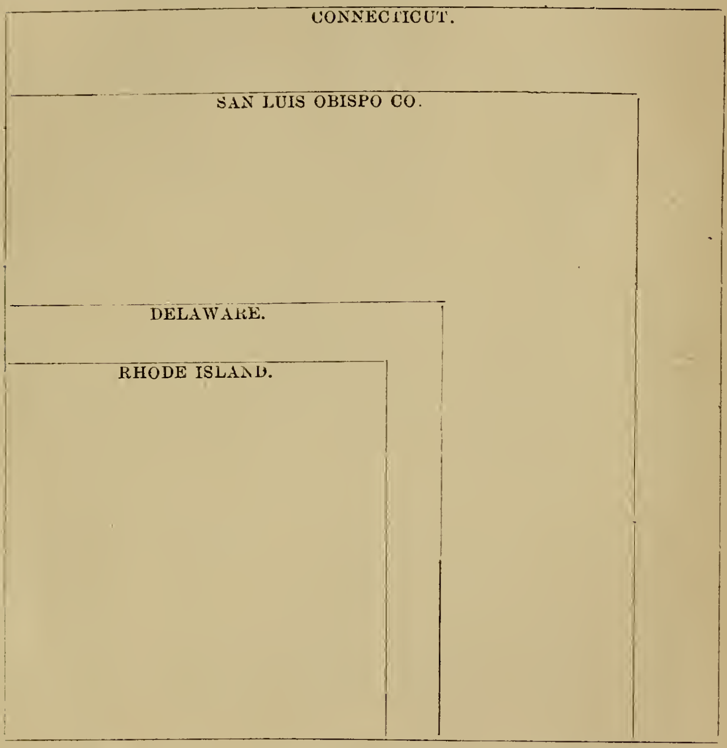
Every man coming to this county to settle, should purchase 50 or 100 acres, more or less, according to means. He should set aside one-tenth to one-fifth for fruit and vine culture, and the balance should be used for general farming and stock raising. Following this plan, no man will fail of success.

The diversity of interests in San Luis Obispo county, make it susceptible of supporting a population equal to any like area in the United States.

San Luis Obispo County is going to occupy no stand-still position. The lands are cheaper, all things considered, than in any other section of the State; and, having an assured era of great prosperity in the immediate future, it offers the best inducements to home seekers of any section of the Pacific Coast.

Comparative Area and Population of San Luis Obispo County.

The following diagram will show the area and population of San Luis Obispo county, as compared with Connecticut, Delaware and Rhode Island:



CONNECTICUT.
Area, sq. m......4,990
Population......622,700

SAN LUIS OBISPO CO.
Area, sq. m......3,160
population......20,000

DELAWARE.
Area, sq. m... ..2,050
Population.....146,608

RHODE ISLAND.
Area, sq. m......1,250
Population.....276,531

Comparative Amount and Variety of Products of San Luis Obispo County.

The following table shows the amount and variety of products of San Luis Obispo county in 1876, when the county produced but little. It is taken for that time for the purpose of comparison with Rhode Island:

	RHODE ISLAND.	SAN LUIS OBISPO.
Wheat	784 bushels	635.324 bushels
Rye	20,214 bushels	24,690 bushels
Corn	311,957 bushels	40,400 bushels
Oats	157,010 bushels	76,478 bushels
Potatoes	669,408 bushels	125,466 bushels
Tobacco	796 pounds	——— pounds
Wool	77,328 pounds	943,851 pounds
Butter	941,199 pounds	1,418,845 pounds
Hay	89,045 tons	17,343 tons
Barley	——— bushels	341,426 bushels
Beans	——— bushels	104,740 bushels
Flax	——— pounds	3,807,455 pounds
Cheese	——— pounds	941,236 pounds
Honey	——— pounds	87,700 pounds
Buckwheat	——— bushels	480 bushels
Peas	——— bushels	946 bushels
Onions	——— bushels	560 bushels
Sugar Beets	——— tons	22 tons
Wine	——— gallons	1,000 gallons
Beer	——— gallons	31,286 gallons

Rainfall at Creston taken by J. E. Mosher for the Season of 1885-1886.

CRESTON is a new town located in the center of the Huer-Huero Ranch, 34,000 acres of which have been sold to settlers in the past two years. The 12,000 acres of said ranch remaining form a portion of the 64,000 acres now offered by the West Coast Land Co. which lie in a compact body, the Huer-Huero, forming the eastern part thereof, the Paso Robles the western, and the Santa Ysabel and Eureka the central. This table faithfully indicates the rain supply of these entire lands.

MONTH.	DAY	YEAR	IN.	MONTH.	DAY	YEAR	IN.
November	13	1885	.25	“	19	1886	.30
“	16	“	.77	“	20	“	1.37
“	17	“	8.00	“	24	“	.15
“	18	“	2.50	“	26	“	.49
“	19	“	.45	“	27	“	.06
“	22	“	.45	February	28	“	.36
“	23	“	.33	March	1	“	.45
“	25	“	1.05	“	2	“	.24
December	21	“	.75	“	4	“	.20
“	25	“	.70	“	5	“	.37
“	26	“	1.11	“	17	“	.46
“	27	“	.30	April	6	“	.47
January	12	1886	.50	“	7	“	.63
“	16	“	.28	“	11	“	1.83
“	17	“	.31	“	13	“	.35
“	18	“	1.20				
				Total			26.68

As reported by J. E. Mosher, at his home at the Huer Huero Rancho.

Weather Report

At Templeton for 3½ months from the establishment of Railroad Station to March 10, 1887.

					Average Temperature.				Rainfall.
	DEC.	JAN.	FEB.	MCH		7A. M.	2P. M.	9P. M.	
Rainy Days	2	0	9	1	December	35.35	65.41	43.40	1.23
Foggy “	0	1	0	0	January	31.87	63.41	43.29	.61
Cloudy ‘	4	2	7	2	February	38.46	58.89	44.89	7.21
Clear “	25	28	12	7	March........	45.10	72.90	50.20	.47
....	....	....	....	....	....	.....	.....	.....	Total 9.52

Comparative Annual Rainfall.

Rainfall at San Luis Obispo as compared with other points in California and the United States:

PLACE.	STATE.	IN.	PLACE.	STATE.	IN.
San Francisco.....	California	21.46	Bismark.	Dakota	21.27
*SAN LUIS OBISPO..	“	21.07	Dodge City........	Kansas	20.09
Sacramento	“	17.25	North Platte.......	Nebraska	19.97
Santa Barbara.....	“	15.31	St. Vincent	Minnesota ...	18.62
Los Angeles.......	“	14.92	Lewiston	Idaho.........	17.14
Monterey..........	“	13.01	Salt Lake City.....	Utah..........	16.91
Salinas	“	12.03	Helena.............	Montana.....	15.13
Stockton...........	“	11.37	Denver	Colorado.....	14.98
San Jose...........	“	10.62	Prescott	Arizona	14.51
Chualar...........	“	10.18	Boise City..........	Idaho	13.30
San Diego	“	9.44	El Paso............	Texas.........	12.11
Soledad	“	7.75	Cheyenne..........	Wyoming	10.85
Riverside..........	“	7.66	Phœnix............	Arizona	7.50

* Average as taken at San Luis Obispo City for the last seventeen years.

Comparative Mean Temperature of Six Coldest Months.

Temperature of Six Coldest months at San Luis Obispo, as compared with the most noted places in the world, regarding climate.

PLACE.	STATE.	DEG. FAH.	PLACE.	STATE.	DEG. FAH
SAN LUIS OBISPO....	California..	56.15	City of San Remo...	Italy..	53.80
Santa Barbara......	California..	56.55	City of Mentone.. ..	France	53.21
City of Mexico......	Mexico.....	56.03	City of Nice.........	Italy........	48.45
City of Lisbon	Portugal....	54.70	....	....	. ...

Weather Report at San Luis Obispo for Eight Months, which Includes the Rainy Season of 1885-6.

The U. S. Signal Service established a station at San Luis Obispo, in July 1885, and a fire occasioned its removal after March, 1886.. The following table gives the observations for the eight months of its existence. The remaining four months are always uniformly fair and pleasant:

	1885 AND 1886.								
	Aug.	Sept.	Oct.	Dec.	Nov.	Jan.	Feb.	Mar.	Total
*Days upon which rain fell,	0	0	0	17	5	13	3	9	47
" " " snow "	0	0	0	0	0	0	0	0	0
† " " " frost app'd	0	0	0	0	3	0	0	0	3
† " " " fog "	9	0	0	0	0	0	0	0	9
" which were cloudy,	0	0	0	11	5	12	1	5	34
" " " fair,	0	0	0	6	7	8	10	11	42
" " " clear,	31	31	31	13	19	11	17	15	167
Highest velocity of wind,	‖ 5	28	32	44	36	34	28	42	
Mean Temperature,	62.0°	63.2°	63.0°	56.7°	55.7°	52.7°	58.4°	50.4°	57.8°
Total number of days,	31	30	31	30	31	31	28	31	243

* Rain usually falls during hours from sunset to sunrise.
† Fog and Light Frosts appear only, late in the evening and early in the morning
‖ Miles per hour.

PROPERTY FOR SALE.

The West Coast Land Company now offers for sale the Paso Robles, Santa Ysabel and Eureka ranches recently purchased by the company; also 12,000 acres unsold for the Huer Huero ranch belonging to C. H. Phillips.

This immense body of land, comprises 64,000 acres of rich, virgin soil. It lies in a compact body in the center of San Luis Obispo county, and is within from 9 to 20 miles of the sea coast. It is covered with white and live oak timber, is one of the most picturesque bodies of land in the State, and requires

No Irrigation.

It has an abundance of living water, and where not sufficient for domestic use, good water can be had at a depth of from 10 to 40 feet. It has an average annual rainfall of 21 inches, exceeding by six inches that of Santa Clara county, one of the most prosperous counties in the State.

The extension of the Southern Pacific Railway from Soledad southward traverses these lands for 15 miles, throughout their entire length, placing the property within eight hours of San Francisco.

These lands are offered at from $10 to $50 an acre and all are susceptible of the highest cultivation. In salubrity of climate, productiveness of soil, and location as to market, they are equal to lands in Los Angeles and other counties, which readily bring from $100 to $200 and upwards; and as to price and terms offer the best inducements to those seeking homes of any part of the Pacific Coast.

Terms of Sale.

One-third cash; balance in 4 equal payments, at 2, 3, 4 and 5 years; interest 6 per cent per annum. The mortgage tax paid by the mortgagee makes the interest at about 4 per cent net to the purchaser. A deposit of $25 will be required in all cases to cover expenses of sale.

Title:---United States Patent.

TEMPLETON.

Only Four Months From the Cradle.---Its Remarkable Growth.---Present Terminus of the Southern Pacific Extension.---Cheap Lands.

FROM THE SAN FRANCISCO CHRONICLE.

TEMPLETON, March 25.—It was only four months on the 15th inst. since the first passenger train entered the town site of Templeton, San Luis Obispo county, over the extension from Soledad of the Southern Pacific Railroad. The terminal point of the railroad has remained here ever since, all the laboring force having been transferred over the mountains to build the line along the coast from Newhall. The growth of the town in reality dates from about the end of November, when the first carload of lumber was received over the railroad, the few buildings partially erected previous to that having been constructed of materials which were hauled in wagons from Cayucos, a seaport seventeen miles distant and across a mountain range.

Previous to the completion of the railroad to this point the whole region of country was a vast cattle range, but in March, 1886, five gentlemen—George C. Perkins, John L. Howard, Isaac Goldtree, R. E. Jack, and C. H. Phillips—organized themselves into the West Coast Land Company, with a capital of $500,000, and purchased the Santa Ysabel ranch of 20,200 acres, the Eureka ranch of 11,000 acres and 20,400 acres of the Paso de Robles ranch, which with 12,000 acres of the Huer Huero ranch, made a compact and contiguous body of 63,600 acres of land equal to any in the State for cereals, fruits, vines, grasses or almost any product of California.

This immense body of 500 square miles of virgin territory was immediately surveyed and subdivided into small tracts and catalogued at prices ranging from $10 to $30 an acre. A town site, consisting of 160 acres, was surveyed and mapped into lots of 50x150 feet, and the town was first named Crocker and subsequently changed to its present appellation, Templeton.

By prudent foresight and energetic action all this preliminary work was accomplished coincidently with the opening of the railroad to its present terminal point, and when the first passenger train arrived its occupants found the nucleus of the present Templeton Hotel and several other buildings in course of construction. From that date the growth of the town has been continuous, sometimes with greater and at intervals with less rapidity; but there has not been a week closed in the last three months that has not found one or more important accessions to the local prosperity. The settlement and improvement of the surrounding country has more than kept pace with the growth of the town. Every day witnesses the sale of from two to ten ranch subdivisions to persons whose purpose is to cultivate the soil they purchase. A large colony of Swedes has located two miles north of the town; a similar negotiation is pending, which will require 5,000 acres in another direction and within four miles. A very large number of settlers have found their way here from the Eastern and Northwestern States of the Atlantic slope.

Starting from nothing a little over ninety days ago, Templeton now contains one extensive and two smaller but quite respectable hotels, three general merchandise stores and two more in immediate prospect, a handsome and well-stocked drug store, a very neat structure for the office of the West Coast Land Company, a well-supplied meat market, a shoeshop, two blacksmith shops, five saloons, a billiard saloon, a large lumber yard, a sash and blind shop, several building and painting establishments, two barber-shops, a public hall, a Postoffice with daily mail service and probably twenty-five to thirty dwelling houses. The intellectual and educational wants of the community are provided for by a weekly newspaper, the Templeton *Times*, which has proved sufficiently satisfactory to have secured a good circulation and advertising patronage, and the Templeton Institute, which has already a good pupilage in its primary department and is preparing to receive students in the higher and collegiate departments. The railroad buildings consist of a handsome depot and freight warehouse, a turn-table and roundhouse and other appointments of a first-class station provided with telegraphic and express facilities. The religious want is attended to by an excellent Presbyterian clergyman who, with his family, resides in the town, and a Sunday school with a good attendance of scholars and teachers is held every Sunday in the building of the primary department of the Templeton Institute.

Beside the buildings enumerated above, several more are now in course of construction, among them a large two-story business block on Main street, and others have been decided upon, work on which has not been actually commenced. The recent establishment of a brickyard will give an added impetus to building, as clay of a very superior quality is abundant almost within the town limits, and wood is very cheap. The price of lumber, enhanced by a high freight rate, has acted as a slight check upon building heretofore, but a good supply of brick will help to reduce the cost of building materials.

Among the most important of recent movements has been the determination arrived at to bridge the Salinas river at Templeton immediately. The completion of this work, which will be hurried forward to a finish in sixty days, will bring 500 square miles of exceedingly fertile country, on which settlements have been forming for three years, in direct communication with a railroad shipping point at this place. Heretofore the development of the fine country on the east side of the Salinas has been retarded by reason of the long and difficult mountainous route that had to be traveled to reach a commercial outlet at San Luis Obispo.

The town is now filled with land-seekers from Los Angeles, San Diego and San Jose, as well as from distant parts of the Union, and merchanics are hastily preparing the third enlargement of the Templeton Hotel, so as to accommodate 100 more guests. A great auction sale of town lots and farming lands is advertised for the 21st of April, and from the extensive preparations that are being made for cheap excursion rates, Pullman sleepers and the employment of noted San Francisco auctioneers, it requires but very little foresight to predict that both town lots and farming and fruit lands will never be so cheap again as during the next thirty days. Those who have seen the development of the fruit and wine interests in the Napa and Santa Clara valleys are most sanguine of the future of the Upper Salinas valley, because of the remarkable similarity of the soil and climate, and it is a curious and instructive fact that no experienced Californian who makes an examination of the country around Templeton ever fails to become a purchaser of land here if he has the means, and nine times out of ten such investigators remain as permanent settlers. From all sources, Californian and Eastern, the sales of land by the West Coast Land Company during the last four months have aggregated 10,000 acres, at about $300,000, and from present appearances the movement of real estate will be still more rapid in the next ninety days.

Rainfall for 1886-87.

The following table gives the rainfall for the season, 1886–7, to April 1, as measured by the S. P. R. R. Co., excepting San Luis Obispo, which is the measurement of the P. C. R. R. Co., and Creston, which is measured by J. E. Mosher. Creston lies 10 miles east of Templeton.

PLACE.	IN'S	PLACE.	IN'S	PLACE.	IN'S
TEMPLETON..........	9 51	Monterey.	7 95	Fresno	4 95
Paso Robles.........	8 02	Hollister..........	6 09	San Diego...	5 60
San Miguel..........	7 05	Gilroy	9 06	Stockton	5 61
San Ardo	6 85	San Luis Obispo ..	13 96	Sacramento.	11 40
Kings City	6 45	Creston	12 74	Woodland...	8 52
Soledad.............	5 88	San Jose..........	9 98	Pajaro.......	11 12
Salinas	8 27	Menlo Park.......	8 26	....	.....

AN OPEN LETTER.

From a Grand Army Comrade in California.—To Very Many Eastern Friends.—The Fulfillment of a Promise Made a the National Encampment in San Francisco.

(TEMPLETON TIMES.)

In the early part of last summer the writer of this open letter had great pleasure in performing a good deal of hard work incident to the preparation of a "Grand Army edition of the San Jose Mercury." From 30,000 to 50,000 copies of the production were mailed to Posts of the Grand Army in cities, towns and villages in States and Territories East of the Rocky Mountains. The work met with great favor, as was evidenced by the presence of over seven thousand people in San Jose on the 10th of August, the date designated by the General Committee of Arrangements of the Twentieth National Encampment as "San Jose Day." On that occasion and at the various gatherings during the preceding week in San Francisco, it would be speaking within bounds to say that hundreds of the visiting comrades expressed their conviction that the description of the San Jose Valley, which they had read before they left their homes in the East, was fair, truthful, and without exaggeration or undue coloring. They readily conceded the manifest fertility of the soil, the evident profitableness of the vineyard and orchard industries, the proofs of the more pleasurable modes of life resulting from residence in a milder climate, and the demand for less physical exertion here than in the States beyond the Rocky Mountains, as the price of extracting a living from the soil; but they were fairly staggered by the

HIGH COST OF LAND.

They freely admitted that in view of the remunerative returns from bearing orchards and vineyards, land might well be worth the prices asked for it (from $300 to $1,000 an acre) in the beautiful Santa Clara Valley. But the amount needed to purchase a home there was so large as to deter them from entertaining the project. They wanted lower priced land in some locality where they could employ their own energy and skill and industry from the beginning, so that they might be benefited by the enhancement of its value. They were seeking a place wherein they might create homes and orchards and vineyards. They wanted to plant their own vines and fig trees and did not feel willing to pay thousands of dollars for the privilege of sitting in the shade of trees that the hands of another had planted. Their constant inquiry was for "cheap land" and they found no response. This arose in great measure from the fact that, except as cattle ranges, land in California beyond the reach of railroad transportation is of little value while that which can conveniently avail itself of the mighty aid of the iron horse rapidly enhances in value. It is one of the peculiarities of Californians that without railroad communication their land is valueless, and as soon as they have railroad facilities they become the sworn foes of that system of transportation. It becomes the ogre "Monopoly," and all sorts of crimes are laid at its door. But, whenever and wherever the iron rails penetrate in this State they open up new worlds for enterprising and industrious men.

AN EXAMPLE OF THIS RESULT

Has been furnished since last August. The Northern division of the Southern Pacific Railroad Company has been extended from Soledad to this point, which is its present terminus, while the work of construction is being pushed forward from the other end from Los Angeles (or Newhall) so that within a year Templeton will be on a through line from the East, by a shorter and pleasanter route to San Francisco than the road now traversed in its wide sweep through Tulare and other counties. In accomplishing this grand work the new line of railroad has tapped and brought into market a wonderful region of virgin soil, formerly owned by individuals in bodies of thousands of acres. Three ranches and part of a fourth, making a solid body of sixty-four thousand acres of land, have been purchased by a company which numbers among its members some of the most prominent, reliable and substantial men in the State. The lands hitherto used as vast cattle ranges or for raising wheat, which found its expensive way to market over a mountain range and thence by coastwise vessels, have been surveyed in small tracts which have been placed on sale and are being rapidly settled upon by people who will make it a similar succession of orchards and vineyards to that which makes the Santa Clara Valley so beautiful.

VALUE OF LAND IN CALIFORNIA.

During the last hundred years, under the old Spanish customs 48,000 acres, or 11 leagues, of land was considered a stock farm. On this it was expected that a moderately thrifty and industrious man could raise his family of half naked boys and girls, the meat of his slaughtered cattle going to feed them, the hides and tallow being sold once a year to a vessel from Boston, and silk handkerchiefs, red flannel ribbons, shoes and jewelry being taken in pay In those early days land was of no value; the broad areas of the tracts never being called in question, until herds multiplied and required a greater range. When the Americans came on the scene and began to loan money on mortgage, a price had to be fixed on the land, and twenty-five cents per acre came to be a customary rate. Lots of four acres near the towns were sold for as many half dollars. The Simi Ranch of Ventura county, containing 60,000 acres, was sold for ten cents an acre as late as 1864, though it is now worth several hundred times that price. For twenty years following the discovery of gold the land was appraised for taxable purposes at twenty-five cents an acre, or even less. The appraisers of Santa Barbara assessed the Widow Coto's ranch of 13,000 acres at $700, the taxes being about $12.00, which was considered a hardship on the poor widow, and efforts were made to have the supervisors abate it. This was the usual course of procedure during the cattle era. The raising of grain brought a change. It was found that a hundred and sixty acres of grain was sufficient to raise a family of boys and girls quite as well as forty-eight thousand acres for cattle, and land took a jump upwards. Then came the growing era, and a quarter section of land, which would turn off its forty or fifty bushels to the acre, made its owner a grain prince, equal in importance to the former owner of 48,000 acres. Land advanced to a hundred dollars an acre, which was thought an extravagant price. Then another change occurred. It was found that exhausted grain land planted to grapes would yield six to ten tons per acre, worth twenty to fifty or even one hundred dollars a ton, the price being for table varieties. Planted in other kinds of fruit it was equally productive. One thousand dollars have been realized from

AN ACRE OF BARTLETT PEARS.

Almost any California fruit man can remember a product of five hundred dollars to the acre. One of the many advantages to be derived by the settler on lands which are thrown open by a new line of railroad, like the land around Templeton, is that the price being very low and the terms easy, he can afford to buy a sufficient quantity on which to raise wheat and barley enough to support his family and make his payments, while his ten, twenty, or fifty acres of orchard and vineyard are coming into bearing, a period of three years . While he plows his fields and sows his seed and eats and sleeps, the mysterious forces and chemistry of nature are working for him in extracting from the soil the nutriment out of which are evolved in their order, the roots, trunk, limbs, foliage and finally, the matured fruit, olive, fig or grape. An acquaintance with the economic and physical peculiarities of California seems to justify me in saying to those who wish for my candid judgment that there is right here the opportunity for the obtainment of which so many expressed a desire during our personal interviews last August, and the expression of which has come to me at various times through the medium of correspondence. At the same time I wish to utter

ONLY A GUARDED OPINION.

I am not a land agent or a land speculator. I do not own, never have owned and probably never shall own, an acre of land. My tastes do not incline towards agriculture and my vocation has long been fixed in quite a different form of human activity. I am simply endeavoring to fulfil in this open letter, promises which I have quite despaired of redeeming through the medium of private correspondence. I do not advise any one to break up his home and come to California, though I could not be induced to attempt to live anywhere else. Every telegraphic account of a bitter snow storm, or a cyclone, or a tornado in the Eastern States, sends a sympathetic shiver through and all along my spinal marrow. But to those who have decided that they want to know more about this country and are inclined to examine it for themselves, I feel at liberty to say that they had better come straight to Templeton. They will of course go first to San Francisco. There they will find the depot of the Southern Pacific Railroad on the corner of Fourth and Townsend streets. The train leaves daily at 8:30 a. m. The fare is $8.00; the distance a trifle over two hundred miles, and the time eight hours. In the meantime I will cheerfully answer letters of inquiry. I said I had no land to sell. I will say more than that. I have no arrangement of any kind by which any commission or brokerage is coming to me if the whole sixty-four thousand acres were sold. It is due to my relations with the Grand Army to make these explicit avowals. For over forty years—except the hiatus in the period from 1861 to 1865—I have been a newspaper man and nothing else. As the years crowd upon me the memory of the dark days of trial and danger becomes more vivid and binds me closer to all who shared its perils. If I can do one of them any good I want to do it. Once those who were very near to me belonged to my company, then my sympathies gradually expanded to the regiment, brigade, division, corps, and the Army of the Potomac and of the Shenandoah. But, as the old boys drop off, the lines of affection are extended and sweep around and enclose all who loved their country in her hour of danger well enough to make living ramparts of their bodies for her protection.

This is my apology and defence—sufficient of both, I trust, to exonerate me from any intention to make an advertising use of the Grand Army of the Republic. If you follow my example by coming here, do it as the result of your own personal investigation, and not because of the opinions expressed by one who is ever yours in F. C. & L. W. D. HALEY.

John A. Dix Post, No. 42. Department of Cal., and A. D. C. on National Staff.

DESCRIPTION OF PROPERTY.

The Paso Robles Ranch

Has been subdivided, and the maps and catalogues are ready for distribution. Pending the preparation of the maps, (89) subdivisions have been sold. The lots sold average in area 80 acres, showing the tendency of purchasers. They are the following numbers: 1, 2, 6, 10, 11, 12, 13, 14, 15, 16, 17, 26. 29, 35, 38, 39, 40, 42, 47, 48, 49, 50, 51, 53, 54, 65, 67, 68, 69, 70, 71, 72. 73, 74, 75, 76, 77, 81, 88, 89, 106, 112. 113, 114, 115, 116, 117, 118, 124, 125, 127, 128, 129, 131, 133, 134. 135, 137, 138, 141, 142, 143, 144, 145, 150, 151, 152, 153, 154, 183, 184, 185, 186, 187. 190, 194, 196, 197, 198, 199, 200, 201, 202, 204, 205, 212, 213, 216, 217.

Mr. A. J. Hudson purchased 530 acres of this ranch in 1876. Mr. Hudson raised 40 bushels of barley per acre on 50 acres and 25 bushels of wheat per acre on 10 acres in 1877. It will be observed that this was one of the famous dry seasons California has experienced since the settlement following the discovery of gold. In 1880, he raised on the same farm 548 sacks of wheat on 19 acres, each weighing 140 pounds, an average of 67 bushels to the acre. Mr. Hudson paid ten dollars an acre for a portion of his land and five for the balance. Four years ago he refused $40 an acre in cash. It will be observed by reference to the map that 10,000 acres or one-half of the lots lie within a radius of 4 miles of Templeton. The Southern Pacific Railroad in leaving Templeton takes the ascending grade for Morro Pass, making all the country west, south and east tributary to that place.

The following is a descriptive catalogue of the

Paso Robles Ranch:

3.—58½ acres, 22 first class level farming; 36½ lower river bottom, soil in process of formation; in cultivation and 3½ miles from Templeton.

4.—86 acres, 20 first class farming, level, 12 undulating, 54 river bottom, soil outside of river bed in process of formation.

5.—87 9-10 acres, 54 level farming, 33 9-10 river bottom, soil outside of river bed in process of formation, 3 miles from Paso Robles.

7.—133 acres, 97 level farming, 18 rich alluvial bottom, 18 river bed, 3 miles from Templeton.

8.—129 67-100 acres, 84 level farming, 28 rich alluvial river bottom, permanent water, moist land, 17 67-100 river bed.

9.—86 37-100 acres, 52 level farming, 10 rich alluvial river bottom, cotton wood, sycamore and willow, moist, and permanent water, 24 37-100 river bed.

Lots 18 and 19 are reserved and laid out for the town of Templeton.

The Paso Robles Ranch lies on the west and north, the Santa Ysabel on the east and north, the Eureka on the east and south, the Huer Huero east adjoining the Ysabel and Eureka, and the celebrated Santa Margarita, Atascadero, and Ascension Ranches, the property of General Murphy, on the south.

These ranches of 160,000 acres, together with an equal area of adjacent lands are directly tributary to this town; and their settlement and development mark the future of the promising town of Templeton.

20.—57 71-100 acres, 30 level and rolling farming; 27 71-100 hilly for fruit and grazing, 2 miles from Paso Robles.

21.—61 90-100 acres, 30 level and rolling farming, 31 90-100 hilly fruit and grazing, all good soil, fine timber, 2 miles from Paso Robles.

22.—64 68-100 acres, 25 farming, 39 68-100 hilly fruit and grazing; similar to 21.

23.—57 77-100 acres, 30 good farming, 27 77-100 hilly fruit and grazing, 3½ miles from Templeton, good road, a beautiful valley on this lot with fine white and live oak timber.

24.—90 40-100 acres, 49 on front end of lot perfectly level, fine site for home. 41 40-100 rolling farming, a beautiful home, 3 miles from Templeton.

25.—80 3-100 acres, 60 level farming, 20 3-100 rolling farming, 3 miles from Templeton, and Paso Robles.

27.—87 41-100 acres, level and gently rolling; fine farm and pleasantly situated: all arable and rich deep soil; 3 miles from Templeton and 4 miles from the Springs.

28.—92 48-100 acres, all level and gently rolling, same as 27.

30.—99 20-100 acres, level and gently rolling farming.

31.—106 27-100 acres, 10 first class level farming, balance first class rolling farming.

32.—117 25-100 acres, level and gently rolling, ¼ miles from Templeton.

33.—117 15-100 acres, level and gently rolling, adjoins Templeton.

34.—81 6-100 acres, 30 level and gently rolling, balance hilly fruit and grazing, adjoins Templeton.

The four lots last named Nos. 31 to 34, together with lots 60 to 63 inclusive, have been subdivided into villa lots, of from 5 to 12 acres. See Schedule with reference to Templeton in this pamphlet.

36.—85 98-100 acres, 50 level and gently rolling farming, 35 98-100 good hills, fruit, farming and grazing. 2 miles from Paso Robles and contains water.

37.—73 28-100 acres, 40 level and gently rolling farming, 33 28-100 rated as good pasture but part or the whole good farming, containing good water and 2 miles from the Springs.

41.—100 acres, 40 level and gently rolling, 60 hilly partly farming, contains water, 4 miles from Templeton.

43.—97 25-100 acres, 45 level and gently rolling, balance fruit, vine and grazing, contains water.

44.—94 25-100 acres, 40 gently rolling farming, balance hilly fruit and grazing; partly broken, contains water.

45.—66 70-100 acres, all good farming land, level and gently rolling.

46.—58 60-100 acres, level and gently rolling farming land.

52.—50 74-100 acres, all level farming lands, school adjoining.

55.—106 90-100 acres, all level and gently rolling farming land.

56.—93 97-100 acres, all level and gently rolling farming land.

57.—106 60-100 acres, all level and gently rolling farming land.

58.—106 44-100 acres, all level and gently rolling farming land, contains running water.

59.—108 13-100 acres, 93 13-100 level and gently rolling farming, 15 grazing.

60—108 1-100 acres, all level and gently rolling farming land.

61.—103 40-100 acres, all level and gently rolling farming land, 1 mile from Templeton.

62.—99 76-100 acres, all level and gently rolling farming land, 1 mile from Templeton.

63.—96 9-100 acres. all level and gently rolling farming land.

65.—94 45-100 acres, all level farming land, a No. 1 farm, 1 mile from Templeton.

66.—55 87-100 acres, fine farm, all level and gently rolling, 4 miles from Springs.

78.—78 81-100 acres, 30 level farming, 48 81-100 hilly, fruit and grazing, soil deep and rich, a first-class tract for a home, and a large quantity of very valuable timber.

79.—130 39-100 acres, 40 level and rolling farming, 90 39-100 hilly and rolling and partly broken grazing land.

80.—96 46-100 acres, 50 rolling farming, 45 46-100 hilly fruit and grazing.

82.—90 14-100 acres, 60 level and rolling farming, 30 14-100 hilly fruit and grazing.

83.—200½ acres. This lot is composed of rolling hills and winding canadas. The canadas and side hills in many places are susceptible of cultivation, soil rich and all good for farming and grazing.

84.—151 92-100 acres, land elevated, rolling hills with open valleys and interspersed with occasional tracts of farming land, soil rich, a No. 1 tract for mixed farming.

85.—118 17-100 acres, 12 rich level farming, 40 rich rolling hills farming, 66 17-100 hilly fruit and grazing.

86.—153 54-100 acres, 55 level and rolling farming, 98 54-100 hilly fruit and grazing.

87.—223 10-100 acres, 14 acres level farming land fronting on the Cayucos and Paso Robles road; 209 10-100 acres rolling hills, rich soil, alternating farming and grazing; a No. 1 place for vines, fruit, farming and grazing.

90.—50 89-100 acres, 30 level farming land, 20 98-100 acres hilly fruit and grazing.

91.—137 64-100 acres, 10 level farming fronting on road; 127 64-100 acres hilly fruit and grazing.

92.—61 41-100 acres, 20 level farming, fronting on county road; 41 41-100 acres rolling hills fruit and grazing.

93.—82 72-100 acres, 62 level and gently rolling farming land, 20 42-100 acres hilly fruit and grazing.

94.—92 14-100 acres, 55 level and gently rolling farming land, 37 14-100 hilly fruit and grazing.

95.—145 31-100 acres, all rolling and hilly farming and grazing, intermixed, contains fine spring, good stock ranch.

96.—112 62-100 acres, all hilly, good grazing.

97.—66 81-100 acres, composed of rolling land and hilly grazing.

98.—147 64-100 acres, 45 rolling tillable; 102 64-100 hilly fruit and grazing.

99.—206 86-100 acres, rolling farming, 146 86-100 hilly fruit and grazing.

100.—270 66-100 acres, agricultural and grazing.

101.—95 57-100 acres, 30 farming, balance fruit and grazing, contains running water.

102.—130 27-100 acres, composed of promiscuous grazing hills with tillable valleys; a fine lot for mixed farming.

103.—127 20-100 acres, composed of tillable flat canadas and rolling hills and grazing hills; contains water on west part.

104.—38 60-100 acres, 10 farming land rolling, balance grazing and fruit; water on east part.

105.—21 30-100 acres, all farming land, slightly elevated in center of lot; water on east part.

107.—12 14-100 acres, all No. 1 farming land, contains water. It will be observed that these small lots adjoin Roblar, handy to school and market.

108.—88 15-100 acres, 40 level and rolling farming, good soil, balance fruit and grazing; contains living water.

109.—10 38-100 acres, all No. 1 farming land, contains water.

110.—80 9-100 acres, ½ level and slightly sloping, balance grazing hills.

111.—Reserved by Jas. H. Blackburn.

119.—667 20-100 acres. 25 farming land, fronting on road along north side Paso Robles Creek; 45 farming land, along southern boundary of lot known as the old Paso Robles hay ground; 597 1-5 acres, composed of agricultural and grazing land, indiscriminately mixed, with a gradual slope to the southward from Paso Robles Creek, and partly covered with a heavy growth of white and live oak timber; running water in Paso Robles Creek; A 1 stock farm, or excellent tract for mixed farming. This lot will produce wheat, oats, corn, barley, all kinds of fruit, vines and olives, and is richly worth $100 an acre, as compared with other like lands in Napa, Los Angeles and many other counties.

120—303 45-100 acres. 30 farming land, fronting on road and along Paso Robles Creek, balance composed of mixed tillable and grazing land, generally covered with heavy growth of white and live oak timber; soil very rich; running water in Paso Robles Creek, and spring on south part.

121—302 71-100 acres. This lot is classed as purely grazing; contains some 25 or 30 acres of brushy land adjoining south boundary; plenty of running water for stock purposes.

122—123 49-100 acres, composed of mixed tillable and grazing land with running water.

123—64 34-100 acres, 15 farming, balance grazing land with water.

126—87 7-100 acres, 12 rich bottom farming land, 15 rolling farming land along west boundary, 60 7-100 acres grazing land; contains running water.

130—252 46-100 acres, 20 level and gently rolling land, balance grazing with spots good fruit land.

132—383 56-100 acres, 50 level farming land fronting road along Paso Robles creek, balance grazing hills, contains running water; good stock farm.

136—59 63-100 acres, level and gently rolling farming land.

139—61 14-100 acres, level and partly rolling, all tillable land and sparsely timbered with fine oaks.

140—55 39-100 acres, 10 level farming balance rolling hills part farming and part grazing.

146—13 71-100 acres, all farming land gentle southern slope.

147—12 acres, all farming land, gentle southern slope, contains running water.

148—45 76-100 acres, about equally divided between farming land and rolling grass hills, contains running water.

155—17 57-100 acres, level and rolling all tillable, adjoins Roblar.

156—36 34-100 acres, level and rolling, mostly all tillable.

157—59 60-100 acres, 40 level and rolling farming land, 19 60-100 grazing hills rather broken.

158—46 87-100 acres, 30 level and rolling farming land, 16 87-100 grazing hills a little broken.

159—53 34-100 acres, level and rolling all tillable.

160—53 67-100 level and rolling hills part farming, part grazing.

161—53 44-100 acres, level and rolling hills, part farming, part grazing, contains water.

162—50 37-100 acres, level and rolling, all fair agricultural land.

163—67 37-100 acres, composed of tillable and grazing lands intermixed.

164—55 50-100 acres, composed of tillable and grazing lands intermixed.

165—63 35-100 acres, level and rolling, mostly farming.

166—78 45-100 acres, level and rolling, mostly farming, contains running water along east boundary.

167—71 67-100 acres, level and rolling, about one-half agricultural land.

168—55 35-100 acres, level and rolling hills, part farming, part grazing; running water on west part.

169—153 28-100 acres, 65 mostly level along west boundary and west of creek, balance level and rolling mostly tillable, contains running water.

170—95 33-100 acres, composed of level first class land, rolling and gently ascending slope; all tillable and stream of water on west part.

171—88 68-100 acres, composed of elevated level, gently rolling, with small percentage of grazing hills; rich soil, nearly all tillable land, contains water.

172—90 68-100 acres, composed of level, gently rolling and rolling hills, three fourths tillable, contains running water.

173—88 65-100 acres, composed of level, gently rolling and rolling hills, three-fourths tillable, contains running water.

174—62 95-100 acres, level, gently rolling and rolling hills, mostly agricultural land.

175—59 38-100 acres, all fair gently rolling tillable land, part level.

176—61 8-100 acres, level and gently rolling, all tillable, contains water.

177—65 10-100 acres, level and gently rolling, all fair tillable land; contains natural water.

178—49 51-100 acres, level and gently rolling, all fair tillable land.

179—46 36-100 acres, level and gently rolling, all tillable land.

180—44 35-100 acres, level and gently rolling, all tillable land.

181—34 17-100 acres, level and gently rolling, all tillable land.

182—15 61-100 acres, level and gently rolling, all tillable land.

188—33 20-100 acres, 23 level and gentle slope tillable land, 10 1-5 steep wooded hills, contains running stream and spring of good water.

189—30 19-100 acres, 20 level and gentle slope tillable land, balance sloping wooded hills, contains running stream and spring of good water.

191—29 90-100 acres, level and gentle slope all tillable land, contains running stream and moist sloping hill.

192—31 55-100 acres, all level and gentle slope, most all tillable, contains running water, soil enriched by old sheep corrals.

193.—48 34-100 acres, level and gentle slope, mostly tillable land.

195.—37 27-100 acres, level and rolling upland, mostly tillable land, contains spring in southern part.

206.—210 42-100 acres, 15 tillable on Paso Robles creek, 50 grazing land, balance broken, mostly waste; running water in Paso Robles creek.

207.—207 68-100 acres, 110 farming land, balance grazing hills part fruit, running water in Paso Rob les creek.

208.—139 17-100 acres, 45 level upland farming, balance grazing part fruit, running water in Paso Robles creek.

209.—110 61-100 acres, 45 level and gently rolling upland farming land, 65 61-100 acres grazing hills some fruit land, stream of water on northwest part of lot.

210.—125 18-100 acres, 20 first class level land, 105 18-100 grazing hills, contains running stream in north part.

211.—74 6-100 acres, 20 level farming land, 54 6-100 grazing hills, contains running water.

214.—46 85-100 acres, level and gently rolling land, all tillable.

215.—56 23-100 acres, level and gently rolling land, all tillable.

218.—74 37-100 acres, 45 level and rolling farming land, balance rolling hills good fruit and grazing; contains 2 springs.

218.—83 76-100 acres, 30 level and rolling farming, balance rolling grazing hills, with many choice spots for fruit, contains running water.

220.—125 43-100 acres, 35 level and rolling farming, 90 43-100 rolling grazing hills, fruit spots intermixed.

221.—95 54-100 acres, 25 level and rolling farming, 70 54-100 acres rolling grazing hills.

222.—39 3-100 acres, mostly grazing hills interspersed with occasional spots of farming land, contains running water.

223.—56 13-100 acres, composed of farming and grazing land, intermixed.

224.—92 92-100 acres, composed of some level and rolling farming land and grazing hills; contains running water on northeast part.

225.—179 37-100 acres, composed of level and rolling farming land and grazing hills, contains running water.

226.—183 61-100 acres, composed mostly of high hills, with a small percentage of farming lands, can be classed as purely a grazing lot, contains water on east range.

227.—201 64-100 acres, composed of level and rolling farming land, and grazing hills, contains running water on easterly part of lot.

228.—176 61-100 acres, composed of part level and rolling farming, land and high grazing hills; contains running water on easterly part of lot.

229.—57 18-100 acres, composed of level and rolling farming land and grazing hills, contains water on east part of lot.

230.—62 57-100 acres, purely grazing, high elevated hills, small spots for fruit, orchard and building sites.

231.—2 32-100 acres, schoolhouse lot.

232.—1 20-100 acres, school lot.

The Santa Ysabel Ranch

Consisting of 20,200 acres, lies adjoining the Paso Robles Ranch to the northeast. The Southern Pacific Railroad runs for ten miles along and within ¼ mile of its boundary. This ranch is covered with white and live oak timber, but not so thickly wooded as the Paso Robles ranch. There are substantially 16,000 acres of plow land, balance fruit and grazing. There is no waste land on the ranch. From an elevated and commanding point the whole of this ranch may be seen, presenting in one picture a field covered with flowers and grass large enough to make 500 homes, in magnificence beyond the power of pen or tongue to describe. This is especially the case in the winter and spring months, when our neighbors in the Eastern States and Mississippi Valley are housed in, consuming the hard earnings of the preceding summer of toil.

The soil of this ranch, like the Paso Robles, is rich and deep, will produce wheat of the finest quality, oats, barley, corn, all fruits and vines of all native and foreign varieties, also olives. Wine and raisin making will form two of the important industries of this section.

There are twenty miles of running water on this ranch besides numerous valuable springs. Water can be obtained by digging from ten to forty feet.

Paso Robles.

The celebrated Paso Robles Springs lie opposite to and within one-half mile of said ranch, where a station of the S. P. R. R. and a town now laid out will afford a market for the north and central portions.

This town, the future resort of the Pacific Coast, is celebrated far and near on account of the curative properties of its

Hot Sulphur Springs.

Through the commendable enterprise of Messrs. Blackburn Bros. and James, owners and proprietors, Paso Robles is also to have a bridge across the Salinas, the contract having been signed on the 28th of March, just one week after the contract was signed by the West Coast Land Co. for a bridge at Templeton.

Parties from all sections of the United States are purchasing suburban lots for residences at fabulous prices reaching $1,000 an acre and upwards, and lands on the Santa Ysabel Ranch adjacent to this famous resort where a first class bridge is to span the Salinas. must always command good prices.

These lands are now being sold at remarkably low schedule prices, averaging about $20 an acre.

1—259.41 acres, 20 acres bottom land along Huer-Huero Creek; 120 acres level upland, good farming land; 119.41 acres gently rolling and rolling, mostly farming land; scattering white oak timber, permanent water in Huer-Huero Creek; improvements, house, barn, etc.; 3 miles from Paso Robles.

2—78.12 acres, 40 acres level upland, good farming land; 38.12 acres gently rolling plough land; white oak timber on north part; 4 miles from Paso Robles.

3—166.39 acres, 100 acres level good farming land, 66.39 acres gently rolling and rolling, mostly tillable, scattering white oak trees; 4 miles from Paso Robles.

4—178.22 acres, 15 acres bottom land along Salinas River, 100 acres level tillable land, 63.22 gently rolling plough land, permanent water in the Salinas River; 2½ miles from Paso Robles.

5—88.00 acres, 30 acres level tillable land, 58 acres gently rolling plough land, scattering white oak trees; 2½ miles from Paso Robles.

6—284.26 acres composed of level, gently rolling and rolling land, mostly tillable, scattering white oak timber, with permanent water in Salinas River; 2 miles from Paso Robles.

7—126.70 acres, 30 acres gently rolling, tillable land on east part, with oak, 96.70 acres level farming land; 3½ miles from Paso Robles.

8—126.70 acres all first class level farming land, with scattering white oak trees; 2½ miles from Paso Robles.

9—125.27 acres, all first class level farming land with scattering oak trees 2½ miles from Paso Robles.

10—86.70 acres, 20 acres gently rolling, tillable land on west part, with oak timber, 66.70 acres level first class farming land; 2¼ miles from Paso Robles.

11—411.66 acres composed of level, gently rolling and rolling land, mostly tillable, scattering white oak timber, permanent water in Salinas River, 1½ mile from Paso Robles.

12—175.05 acres composed of level and gently rolling tillable land, with scattering oak timber; 2 miles from Paso Robles.

13—639.00 acres, composed of level, gently rolling and rolling land. Mostly tillable. Scattering oak timber, with permanent water in Salinas river and located in close proximity to Paso Robles Hot Springs. This tract can be subdivided into many valuable residence lots.

14—255.77 acres, composed of level and gently rolling lands. Mostly tillable: scattering oak timber, 2¼ miles from Paso Robles Springs.

15—143.05 acres, level and gently rolling, mostly tillable land. Scattering oak timber with permanent water in Salinas river. Adjoins Paso Robles Town Site. Sold to C. R. Callender.

16—199.08 acres, gently rolling and rolling land on east part. Scattering oak timber, 2 miles from Paso Robles.

17—245.57 acres, mostly rolling land, one quarter tillable. Scattering oak trees, 2½ miles from Paso Robles.

18—197.78—100 acres level and gently rolling tillable lands; 97.78 acres, hilly grazing, along west side of Huer Huero creek. Scattering oak timber and permanent water in Huer Huero creek, 3½ miles east from Paso Robles.

19—157.42 acres, level and gently rolling, mostly plough land. Oak timber and permanent water in Huer Huero creek, 4 miles from Paso Robles.

20—154.02 acres, level, gently rolling and hilly grazing land; 70 acres, plough land: oak timber and permanent water in Huer Huero creek, 4 miles from Paso Robles.

21—234.63 acres: 150 acres, level and gently rolling tillable land; 84.63 acres, rolling hills, grazing; oak timber and permanent water in Huer Huero creek, 3½ miles from Paso Robles.

22—276.58 acres: 70 acres level tillable land: 206.58 acres rolling hills, good grazing. Oak timber on north part, 3 miles from Paso Robles.

23—173.59 acres; 60 acres level tillable land; 113.59 acres rolling hills, good grazing land, oak timber on north part, 2½ miles from Paso Robles.

24—172.25 acres; 125 acres level tillable land; 47.25 acres rolling hills, good grazing, 2 miles from Paso Robles.

25—53.73 acres, mostly level tillable land; scattering oak trees, 2 miles from Paso Robles.

26—46.72 acres, mostly level tillable land; scattering oak trees, 1¾ miles from Paso Robles.

27—34.00 acres, mostly level tillable land, scattering oak trees, 1½ miles from Paso Bobles.

28—43.65 acres, most level tillable land, scattering oak trees, 1½ miles from Paso Robles.

29—45.24 acres, mostly level tillable land, scattering oak trees, 1½ miles from Paso Robles.

30—37.40 acres, mostly level tillable land, scattering oak trees, 1½ miles from Paso Robles.

31—92.54 acres, mostly level tillable land, scattering oak trees, 1 mile from Paso Robles.

32—79.58 acres, level, gently rolling and rolling land; one-half tillable land, scattering oak timber, water in Salinas creek; adjoins Paso Robles Town Site. Sold to R. M. Shackelford.

33—48.85 acres. all tillable land, composed of river bottom and level upland, contains springs, pure creek water, besides permanent water in Salinas river, located one-half mile from the town of Paso Robles, scattering oak timber. Sold to E. T. Griswold, of Los Angeles.

34—42.72 acres, all tillable land, composed of river bottom and level upland, contains pure creek water; besides permanent water in Salinas river, one-half mile from town of Paso Robles, scattering oak timber. Sold to E. C. Griswold.

35—49.47 acres, all tillable land, composed of river bottom and level upland, water in Salinas river, scattering oak trees, 1 mile from Paso Pobles.

36—48.17 acres, all tillable land, composed of river bottom and level upland, water in Salinas river, scattering oak, 1¼ miles from Paso Robles.

37—44-35 acres, all tillable land, composed of river bottom and level upland, water in Salinas river, scattering oak, 1½ miles from Paso Robles.

38—34.54 acres, nearly all tillable land, composed of river bottom and level upland traversed by ravine, water in Salinas river, and scattering oak; 1½ miles from Paso Robles.

39—49 acres, nearly all tillable land, composed of river bottom and level upland, water in Salinas river, traversed by ravine, scattering oak; 2 miles from Paso Robles.

40—202.55 acres, composed of level, gently rolling and rolling land, one half tillable, oak timber; 2 miles from Paso Robles.

41—215.08 acres, composed of gently rolling and rolling land, one third agricultural. oak timber; 1½ miles from Paso Robles.

42—137.53 acres. composed of level, gently rolling and rolling land, one-half agricultural, contains running stream of pure water, oak timber; sold to E. C. Griswold.

43—81.14 acres, mostly level tillable land, water obtained in south part, oak timber, 1½ miles from Paso Robles.

44—80.40 acres, mostly level tillable land, scattering oak timber, 1¾ miles from Paso Robles, sold to Thomas Sharon.

45—40.84 acres, mostly level tillable land, scattering oak trees; 1¾ miles from Paso Robles, sold to Thomas Sharon.

46—40.72 acres, all level tillable land, scattering oak trees, surface water in southeast part, 2 miles to Paso Robles.

47—40.28 acres, all level tillable land, scattering oak timber, water by digging a few feet, 2¼ miles to Paso Robles, sold to Thomas Sharon.

48—40.24 acres, all level tillable land, few scattering oak trees, 2 miles to Paso Robles, sold to Thomas Sharon.

49—40.58 acres, all level tillable land, mostly clear of timber, 2¼ miles to Paso Robles, sold to Thomas Sharon.

50—60.24 acres, all level tillable land, scattering oak trees, water a few feet from surface, 2½ miles to Paso Robles, sold to Thomas Sharon.

51—60.63 acres, all level tillable land, scattering oak trees, 2¾ miles to Paso Robles, sold to E. B. Rich.

52—41.26 acres, all level tillable land, mostly devoid of timber, 2¾ miles to Paso Robles, sold to E. B. Rich.

53—41.51 acres, all level tillable land, mostly devoid of timber, 2¾ miles to to Paso Robles, sold to E. B. Rich.

54—60.57 acres, level and gently rolling, all tillable land, scattering oak trees, 3 miles to Paso Robles, sold to E. B. Rich.

55—60.27 acres, level and gently rolling, all tillable land, scattering oak trees, 2¼ miles to Paso Robles.

56—40.30 acres, all level tillable land, scattering oak trees on south part, 3½ miles to Paso Robles, sold to A. Johnstone.

57—40.18 acres, level and gently rolling, all tillable land, scattering oak trees; 3½ miles to Paso Robles.

58—40.08 acres, level and gently rolling, all tillable land, scattering oak trees; 3¾ miles to Paso Robles.

59—40.08 acres, all level tillable land, no timber, 3¾ miles to Paso Robles.

60—60.12 acres, all level tillable land, no timber; 3½ miles to Paso Robles.

61—154.45 acres, 100 acres level and gently rolling tillable land, 54.45 acres grazing hills, containing running water in Huer-Huero Creek, partly timbered; 4 miles to Paso Robles.

62—157.40 acres, 90 acres level tillable land, 67.40 acres gently rolling, mostly tillable, oak timber on east part; 4 miles to Paso Robles.

63—60.12 acres, level and gently rolling, all tillable land, scattering oak trees; 3¾ miles to Paso Robles.

64—40.08 acres, level and gently rolling, all tillable land, scattering oak trees; 3½ miles to Paso Robles.

65—40.06 acres, level and gently rolling, all tillable land, scattering oak trees; 3½ miles to Paso Robles, south half sold to H. W. Ruler.

66—60.00 acres, level and gently rolling, all tillable land, scattering oak trees; 3½ miles to Paso Robles.

67—60.15 acres, level and gently rolling, all tillable land, scattering oak trees; 2¾ miles to Paso Robles.

68—60.15 acres, level and gently rolling, all tillable land, scattering oak trees: 2¾ miles to Paso Robles.

69—60.03 acres, level and gently rolling, all tillable land, scattering oak trees; 2½ miles to Paso Robles, sold to Thomas Sharon.

70—40.00 acres, level and gently rolling, all tillable land, scattering oak trees; 2½ miles to Paso Robles.

71—40.00 acres, all level tillable land, scattering oak trees, water on north part; 2¼ miles to Paso Robles, sold to Thomas Sharon.

72—100.49 acres, level and gently rolling, most all tillable land, scattering trees, water on north part, 2 miles to Paso Robles, sold to Thomas Sharon.

73—101.04 acres, level and gently rolling, mostly tillable land, water can be obtained on north part by digging a few feet, scattering oak trees; creek on north part; 2 miles to Paso Robles.

74—313.50 acres, level, gently rolling and rolling land, three-fourths tillable land, scattering oak trees; 2½ miles to Paso Robles.

75—40.00 acres, level and gently rolling, all tillable land, scattering oak, 2¾ miles to Paso Robles.

76—40.65 acres, level and gently rolling, all tillable land, scattering oak, 3 miles to Paso Robles.

77—56.50 acres, level and gently rolling, all tillable land, scattering oak, 3¼ miles to Paso Robles.

78—40.00 acres, level and gently rolling, all tillable land, scattering oak; 3 miles to Paso Robles.

79—40.00 acres, level and gently rolling, all tillable land, scattering oak, 3¼ miles to Paso Robles.

80—76.92 acres, level and gently rolling, all tillable land, scattering oak, 3½ miles to Paso Robles.

81—81.82 acres, level and gently rolling, all tillable land, scattering oak, 3½ miles to Paso Robles.

82—40.00 acres, level and gently rolling, all tillable land, scattering oak, 3½ miles to Paso Robles.

83—39.92 acres, level and gently rolling, all tillable land, scattering oak, 3¾ miles to Paso Robles.

84—39.78 acres, level and gently rolling, all tillable land, scattering oak, 3¾ miles to Paso Robles.

85—39.84 acres, level and gently rolling, all tillable land, scattering oak, 4 miles to Paso Robles.

86—40.00 acres, level and gently rolling, all tillable land, scattering oak; 4 miles to Paso Robles.

87—79.68 acres, level and gently rolling, all tillable land, scattering oak, 4 miles to Paso Roble.

88—158.73 acres, level and gently rolling, all tillable land, scattering oak, 4½ miles to Paso Robles.

89—159.71 acres, composed of level, gently rolling and rolling land, one half good farming, water in northeast part in Huer Huero creek, scattering white oak timber, 4¾ miles to Paso Robles.

90—313 acres, 30 acres valley land along Willow Creek, balance of lot gently rolling and rolling hills, 250 acres tillable land, running water in Willow creek, scattering oak, 4¾ miles to Paso Robles.

91—198.44 acres, level and gently rolling mostly tillable land, scattering oak, 4½ miles from Templeton and Paso Robles.

92—41.20 acres, level and gently rolling, all tillable land, scattering oak 4½ miles from Templeton and 4 from Paso Robles.

93—51.42 acres, level and gently rolling, all tillable land, scattering oak, 4 miles from Templeton and Paso Robles.

94—53.69 acres, level and gently rolling, all tillable land, scattering oak, 4 miles from Templeton and Paso Robles.

95—94.54 acres, level and gently rolling, all tillable, scattering oak, 3¾ miles from Templeton and Paso Robles.

96—147.39 acres. 110 acres level and gently rolling tillable land, balance of lot grazing hills, scattering oaks. 3½ miles from Templeton and Paso Robles.

97—268.29 acres, level and gently rolling and rolling hills, one half tillable land, scattering oak, 3 miles from Templeton and Paso Robles.

98—611.06 acres, 100 acres composed of lower river bottom and alluvial level tract, elevated about ten feet above river bottom, and level upland. All in one compact body on west end of lot and which has been under a process of irrigation for years, with necessary ditches, dams, &c., from the large sulphur spring; balance of lot composed of elevated land, gently rolling and rolling hills, interspersed with tillable land. Contains good dwelling house, barns, &c., valued at $3000. Also a warm sulphur spring located on the easterly part of lot with a flow of water equal to 18 inches miners' measurement. Also contains numerous springs of fine cold water, with scattering white and live oak timber.

This lot is deserving of more than passing notice. It lies 3 miles from Templeton and 2¾ miles from Paso Robles, and on almost a direct line between the two places. The view from the buildings looking to the westward is magnificent. From this point 20,000 acres, a portion of the grandest natural park on the Pacific Coast, is within the range of the eye. The Salinas river winding its course northerly from Templeton to Paso Robles a distance of 6 miles, is in the foreground and just beyond the moving trains of the S. P. R. R. can be seen daily the greater portion of the distance between the two towns.

This tract has the elements for making one of the most attractive homes or places of resort on the Coast. It combines heavy bottom, level upland, undulating hills and rich deep soil throughout. No estimate can be placed upon the value of the Hot Sulphur Spring. Its location is desirable and its value for medicinal purposes may be second to none in the country.

99—265.85 acres, contains 20 acres river bottom and valley land, fronting on river, balance of lot elevated upland, good grass land, scattering oak, with permanent water in the Salinas river; 2½ miles from Templeton.

100—173.02 acres, one-half level, tillable land, balance of lot elevated upland, contains spring on north part, scattering oak; 2 miles from Templeton.

101—131.18 acres, one-third level tillable land, balance of lot elevated upland grazing, contains water on westerly part, scattering oaks; 5 miles from Templeton.

102—131.82 acres, one-fourth level, tillable land, balance of lot elevated upland grazing, scattering oaks; 3¼ miles from Templeton.

103—99.38 acres, gently rolling tillable land and grazing hills, spring on south boundary, scattering oak, 3½ miles from Templeton.

104—58.73 acres. level and gently rolling, all tillable, scattering oak, 3¾ miles from Templeton.

105—53.92 acres, level and gently rolling, all tillable, scattering oak, 3¾ miles from Templeton.

106—92.65 acres. level and gently rolling, mostly tillable, scattering oak, 4¼ miles from Templeton and Paso Robles.

107—90 acres, level and gently rolling, mostly tillable, scattering oak, 4 miles from Templeton.

108—185.27 acres, level and gently rolling, mostly tillable, scattering oak, 4½ miles from Templeton.

109—196.56 acres, level, gently rolling and grazing hills; one-half tillable; running water in Willow creek; scattering oak; 4¾ miles from Templeton.

110—200.45 acres, level, gently rolling and grazing hills; three-fourths tillable land; running water in Willow creek; 4¾ miles from Templeton and 5 miles from Paso Robles.

111—240.70 acres, level, gently rolling, grazing hills, three-fourths tillable; water obtained by digging a few feet on west part; scattering oak, 5½ miles from Templeton.

112—193.03 acres, level, gently rolling, mostly tillable; contains two springs and water in Willow creek, scattering oak, 5¼ miles from Templeton.

113—212.35 acres, level and gently rolling, mostly tillable; contains springs, scattering oak, 5½ miles from Templeton.

114—217.35 acres, level and gently rolling, mostly tillable, scattering oak, 5 miles from Templeton.

115—262.76 acres, level and gently rolling, mostly tillable, scattering oak, 4¼ miles from Templeton.

116—218.63 acres, level and gently rolling, mostly tillable, scattering oak, 4½ miles from Templeton.

117—110.79 acres, level and gently rolling, mostly tillable, scattering oak, 4¾ miles from Templeton.

118—87 acres, level and gently rolling, mostly tillable, scattering oak, 4¼ miles from Templeton.

119—121.16 acres, level and gently rolling, mostly tillable, scattering oak, 4¼ miles from Templeton.

120—193.45 acres, level and gently rolling, mostly tillable, scattering oak, 4 miles from Templeton.

121—141.53 acres, level and gently rolling, mostly tillable, scattering oak, 4¾ miles from Templeton.

122—120.44 acres, level and gently rolling, mostly tillable, scattering oak, 3¾ miles from Templeton.

123—94.59 acres, level, gently rolling and rolling hills, three-fourths tillable, scattering oak, 3½ miles from Templeton.

124—145.09 acres, gently rolling and grazing hills, one-fourth tillable, scattering oak, 3¼ miles from Templeton.

125—151.38 acres, gently rolling and grazing hills, one-fourth tillable. scattering oak, 3 miles from Templeton.

126—107.95 acres, level, gently rolling and rolling hills, one-half tillable, spring on north part, scattering oak, 3 miles from Templeton.

127—104.25 acres, level, gently rolling and rolling hills, three-fourths tillable, scattering oak, 2½ miles from Templeton.

128—138.25 acres, level, gently rolling and rolling hills, one-half tillable, water on south part, scattering oak, 2½ miles from Templeton.

129—116.18 acres, level and gently rolling, mostly tillable, scattering oak, 2 miles from Templeton.

130—163.34 acres, level, gently rolling and grazing hills, one-fourth tillable, scattering oak, 2 miles from Templeton.

131—214.20 acres, level, gently rolling and grazing hills, one-fourth tillable, permanent water in Salinas river, scattering oak, 1½ miles from Templeton.

132—101.01 acres, composed of river bottom and gently rolling land, mostly tillable land, permanent water in Salinas river, scattering oak, 1½ miles from Templeton.

133—114.15 acres, composed of river bottom, level and gently rolling land, mostly tillable, permanent water in Salinas river, scattering oak, 1 mile from Templeton.

134—48.75 acres, all mostly level tillable land, scattering oak, 1¼ miles from Templeton.

135—128.80 acres, level and gently rolling, mostly tillable, permanent water in Salinas river, scattering oak. ¾ mile from Templeton.

136—48.20 acres, all level tillable land, scattering oak, 1¼ miles from Templeton.

137—50.00 acres. all level tillable land, scattering oak, 1½ miles from Templeton.

138—53.61 acres, all level tillable land, scattering oak, 1¾ miles from Templeton.

139—94.44 acres; 70 acres level tillable land, balance of lot gently rolling, mostly tillable, scattering oak, 1¼ miles from Templeton.

140—170.28 acres, level, gently rolling and grazing hills, one-half tillable, running water on north part, scattering oak, 2 miles from Templeton.

141—209.79 acres, level, gently rolling and grazing hills, one-fourth tillable, running water on north part, scattering oak, 2¼ miles from Templeton.

142—413.87 acres; this lot can be classed as purely grazing; water can be obtained by shallow digging on north part; scattering oak, 2¾ miles from Templeton.

143—164.78 acres, gently rolling and grazing hills; 30 acres plough land; water can be obtained by shallow digging on Dry creek, scattering oak, 3¾ miles from Templeton.

Section 10—160.00 acres. The sw¼ composed of level, gently rolling and rolling hills; 100 acres tillable, running water most of the year in Huer Huero creek, scattering oak, 3½ miles from Paso Robles.

Section 13—200.00 acres. The north ½ of sw¼ and the nw ¼ of the se¼, 120 acres level tillable land; the se¼ of sw¼ and sw¼ of se¼, 80 acres gently rolling, mostly tillable, scattering oak, 4 miles from Paso Robles.

Section 14—154.30 acres. The n½ of se¼, and lot 2, and ne¼ of sw¼, nearly all tillable land, scattering oak trees, 3½ miles from Paso Robles.

Section 15—231.88 acres. Lots 1 and 2 contain 60 acres of level tillable land; lots 3 and 4 and n½ of nw¼ composed of level, gently rolling and rolling hills; 100 acres tillable, running water most of the year in Huer Huero creek, scattering oak, 3¼ miles from Paso Robles.

Section 16—245.66 acres. The ne¼ of ne¼ and the nw¼ of sw¼ and lots 1, 2, 3, 4, 5, 6, composed of level, gently rolling and rolling hills; 100 acres, level tillable; 100 acres gently rolling tillable; 45.66 acres grazing hills, permanent water in Salinas river, scattering oak, 3 miles from Pasó Robles.

Section 23—308.60 acres. The s½ of se¼ and the n½ of ne¼ and lots 1 and 2. and e½ of nw¼, level, gently rolling and rolling hills, contains 200 acres tillable land, running water most of the year in Huer Huero creek, scattering oaks, 3 miles from Paso Robles.

Section 24—360 acres. The sw¼ and the se¼ of nw¼ and the west ½ of ne¼ and the west ½ of se¼ level, gently rolling and rolling hills; 250 acres tillable; scattering oak, running water most of the year in Huer Huero creek, 3½ miles from Paso Robles.

Section 25—520.00 acres. The w½ and the w½of the ne¼ and the w½ of se¼ and se¼ of se¼, level, gently rolling and rolling hills, contains 350 acres tillable land; 40 acres bottom land along Huer Huero creek, running water most of the year in Huer Huero creek, scattering oaks, 3¼ miles from Paso Robles.

Section 26—377.20 acres. The n½ of section, 308.60 acres mostly all tillable land and level; lots 3 and 4 gently rolling and mostly tillable; 50 acres bottom land along the Huer Huero creek, running water most of the year in Huer Huero creek, scattering oak, contains improvements, house, barn, &c., 2½ miles from Paso Robles.

Section 31, tp. 26, s. r. 13 e, m. d. m.—40.00 acres. The sw¼ of the ne¼ level and gently rolling, mostly tillable; contains spring of good water, scattering oak, 4¼ miles from Paso Robles.

The Eureka Ranch.

That portion of the Eureka Ranch purchased by the West Coast Land Company, consisting of 11,000 acres, lies adjoining the Santa Ysabel on the south, and the Paso Robles on the east.

This ranch lies opposite and contiguous to Templeton, which is the terminus of the Southern Pacific Railroad. Like the Santa Ysabel, this ranch is covered with white and live oak timber; but not so thickly wooded as to materially interfere with farming. It has a rich and deep soil, and is very well watered. About 9,500 acres are plow land, and 1,500 grazing.

These two ranches will be sold at an average price of about $20 an acre, and on the same terms of sale as the Paso Robles.

Title, United States Patent.

The lots on the Eureka Ranch as well as those on the other ranches will be subdivided into smaller tracts when desired by purchasers.

1—161.21 acres level and gently rolling land, nearly all tillabel, scattered oaks; 7 miles from Templeton.

2—215.52 acres, level and gently rolling, nearly all tillable, scattering oaks; 7 miles east from Templeton.

3—219.90 acres, level and gently rolling, nearly all tillable, scattering oaks; 7 miles east from Templeton.

4—208.27 acres level and gently rolling, nearly all tillable, scattering oaks; 7 miles east from Templeton.

5—233.57 acres, level, gently rolling and rolling hills, three-fourths tillable, scattering oaks, 6¼ miles east from Templeton.

6—228.49 acres, level and gently rolling, all tillable land, scattering oaks; 6½ miles east from Templeton.

7—205.62 acres, level and gently rolling, mostly tillable, scattering oaks; 6½ miles east from Templeton.

8—123.76 acres, level and gently rolling, all tillable, scattering oaks, 6½ miles east from Templeton.

9—76.86 acres, level and gently rolling, all tillable, contains running water, scattering oaks, 6 miles from Templeton.

10—172.22 acres, level and gently rolling, all tillable, running water on north part; improvements, house, barn, etc., scattering oaks; 6 miles from Templeton.

11—176.13 acres, nearly level and gently rolling, all tillable except 20 acres on west part which is grazing hills, scattering oaks, 6 miles from Templeton.

12—319.11 acres, 50 acres level and gently rolling tillable land on north part, balance of lot good grazing hills, scattering oaks, 6¼ miles from Templeton.

13—395.81 acres. This is purely a grazing lot, composed of rolling hills, all good grass lands. no water, scattering oaks, 5¾ miles from Templeton.

14—94.41 acres, mostly level and gently rolling, all tillable except 20 acres on south east part which is first class grazing hills, scattering oaks, 5¾ miles from Templeton.

15—88.59 acres, level and gently rolling, all tillable, scattering oaks; 5¾ miles from Templeton.

16—65.99 acres, level and gently rolling, all tillable, scattering oaks; 5½ miles from Templeton.

17—64.44 acres, level and gently rolling, all tillable, scattering oaks; 5¼ miles from Templeton.

18—75.94 acres, level and gently rolling, all tillable, scattering oaks; 5 miles from Templeton.

19—102.90 acres, level and gently rolling, all tillable, scattering oaks; 5¼ miles from Templeton.

20—106.67 acres. level and gently rolling, all tillable, scattering oaks; 5¼ miles from Templeton.

21—445.20 acres, contains 50 acres level and gently rolling tillable land, fronting county road on the west, balance of lot good open, rolling, grazing hills, no water, scattering oaks; 5 miles from Templeton.

22—82.67 acres, level and gently rolling, all tillable, scattering oaks; 4¼ miles from Templeton.

23—214.24 acres, level, gently rolling and rolling hills, 150 acres tillable land, balance first class grazing; 4¼ miles from Templeton.

24—214.37 acres, level, gently rolling and rolling hills, 160 acres tillable land, balance good grazing, scattering oaks; 4½ miles from Templeton.

25—244.10 acres, level, gently rolling and rolling hills, 120 acres tillable land, balance good grazing, contains water on south part of lot, scattering white and live oaks; 4½ miles from Templeton.

26—184.40 acres, level, gently rolling and rolling hills, 30 acres level and gently rolling, tillable land on north part, water on north boundary, scattering oaks; 4¾ miles from Templeton.

27—342.67 acres, mostly broken and partly covered with brush, 20 acres farming land along east boundary, oak timber; 4 miles from Templeton.

28—592.98 acres. This lot is purely of a grazing nature, being composed of open, rolling hills, rich soil, producing excellent grass. No waste land; contains water and 20 acres tillable land on east boundary; good stock ranch; oak timber; 3¾ miles from Templeton.

29—408.77 acres. Grazing lot composed of open, rolling hills, rich soil; good grass land; no waste; contains water on east boundary; good stock ranch, 3¼ miles from Templeton.

30—329.59 acres. Composed for the most part of high elevated hills producing wild oats and bunch grass with streaks of chemisal brush on west part; generally a grazing tract; oak timber; 2½ miles from Templeton.

31—332.28 acres. East half high elevated hills, good grazing; west half mostly brushy, good vine land; scattering oaks, 2½ miles from Templeton.

32—429.78 acres. Mostly broken and partly brushy; elevated parts good grass land, purely a grazing tract; scattering oaks; 3¼ miles from Templeton.

33—86.95 acres; mostly level and mostly covered with chemisal; good grass land; scattering oak trees; 3½ miles from Templeton.

34—76.87 acres. Level and gently rolling; one-half covered with chemisal good grass land; scattering oaks; 3 miles from Templeton.

35—309.84 acres. Level and gently rolling; mostly covered with chemisal; portions adapted to grape culture; scattering oaks; 2½ miles from Templeton.

36.—178.89 acres. Gently rolling and rolling hills; one-third tillable; scattering oaks; 2 miles from Templeton.

37—109.80 acres. Gently rolling and rolling hills; one-third tillable; scattering oaks; 2 miles from Templeton.

38—218.65 acres. Gently rolling and rolling hills; one-third tillable; scattering oaks; 1½ miles from Templeton.

39—202.58 acres. Level gently rolling and rolling hills; 60 acres level tillable land; good grazing hills, scattering oaks, 1 mile from Templeton.

40—97.02 acres. 25 acres level tillable land; 15 acres in bed of Salinas river; 57.02 acres rolling hills; good grazing; scattering oaks; one-half mile from Templeton.

41—196.31 acres. Level, gently rolling and rolling hills; 6 acres river bottom; 30 acres upland tillable land; good fruit land; permanent water in Salinas river, scattering oaks, one-quarter mile from Templeton.

42—130.61 acres. 12 acres rich bottom land on river front, balance of lot gently rolling and rolling hills; adjoins town of Templeton; permanent water in Salinas river, scattering oaks.

43—59.43 acres. Mostly rolling hills; 5 acres rich bottom land on river front; adjoins town of Templeton, scattering oaks.

44—28.99 acres. Level and river bottom; adjoins town of Templeton, scattering oaks.

45—22.55 acres. Level and river bottom; all tillable; adjoins town of Templeton, scattering oaks.

46—28.48. Level and river bottom; all tillable; scattering oaks; one-quarter mile from Templeton.

47—76.77 acres. 50 acres river bottom, level upland and gently rolling tillable land; balance of lot rolling hills, scattering oaks, one-half mile from Templeton.

48—75.01 acres. 45 acres river bottom and level upland tillable land; 30 acres rolling hills; water in Salinas river; scattering oaks, one-half mile from Templeton.

49—91.61 acres, 55 acres river bottom and level upland, tillable land; 36.61 acres rolling hills, water in Salinas river, scattering oaks, 1 mile from Templeton.

50—86.85 acres, 60 acres river bottom and level upland tillable land; 26.85 acres upland hills, water in Salinas river, scattering oaks, 1 mile from Templeton.

51—66.51 acres, all river bottom and level upland, all tillable. Improvements, house, barn, etc., scattering oaks, 1¼ miles from Templeton.

52—63.16 acres, all river bottom and level upland, all tillable, water in Salinas river, scattering oaks, 1½ miles from Templeton.

53—83.14 acres, all river bottom and level upland, all tillable, water in Salinas river, scattering oaks, 2 miles from Templeton.

54—84.18 acres, all river bottom and level upland, all tillable, water in Salinas river, scattering oaks, 2¼ miles from Templeton.

55—93.11 acres, all river bottom and level upland. All tillable, water in Salinas river, scattering oaks, 2½ miles from Templeton.

56—108.24 acres, all river bottom level upland and gently rolling, all tillable, water in southwest part, scattering oaks, 2¾ miles from Templeton.

57—91.34 acres, level, gently rolling and rolling hills, mostly tillable land, scattering oaks, 2¼ miles from Templeton, sold to Geo. McDaniel.

58—107.18 acres, level and gently rolling, all tillable land. Improvements 2 dwelling houses, barn, &c., scattering oaks, 2 miles from Templeton, sold to Geo. McDaniel.

59—110.58 acres, level and gently rolling, all tillable, scattering oaks, 1¾ miles from Templeton.

60—108.27 acres, level and gently rolling, all tillable, scattering oaks, 1½ miles from Templeton.

61—97.54 acres, level and gently rolling, all tillable, scattering oaks, 1¼ miles from Templeton.

62—63.32 acres, level and gently rolling, all tillable, scattering oaks; 1 mile from Templeton.

63—101.53 acres, level and gently rolling, all tillable, one quarter of a mile from town of Templeton, fine building site, scattering oaks.

64—84.21 acres, mostly level and gently rolling, all tillable, one-half mile from Templeton, scattering oaks.

65—128.00 acres, mostly level and gently rolling, mostly tillable, scattering oaks; 1 mile from Templeton.

66—116.41 acres, one-half level, one-half gently rolling, all good tillable land, scattering oaks; 1½ miles from Templeton.

67—111.88 acres, three-fourths level, one-fourth gently rolling, all good tillable land, scattering oaks; 1¾ miles from Templeton.

68—104.05 acres, level, gently rolling hills, scattering oaks; 2 miles from Templeton.

69—114.09 acres, gently rolling and rolling hills, scattering oaks; 2¼ miles from Templeton.

TEMPLETON.

Lots 18 and 19 of the subdivision of the Paso Robles Ranch are reserved and laid out for the town of Templeton. These lots embrace 160 acres, 100 of which are a level plateau, about 20 or 25 feet above the Salinas river and about 5 feet above the S. P. R. R. depot and grounds. This site is covered with oak timber, slightly facing to the southeast, and is one of the most picturesque spots in the county. A public square has been laid out forming a beautiful natural park. The location of this town fixes its future growth and prosperity. It is central to 500 square miles of agricultural and fruit lands. The climate is excelled nowhere in the State. The rainfall is more equal and certain than either north or south, being an average of 21 inches.

It lies six miles south of the Paso Robles Hot Springs, 22 miles north of San Luis Obispo, the county seat, and 221 miles from San Francisco by the Southern Pacific Railroad. It is also 13 miles in a direct line northeast of Cayucos, a steamship port on the coast and about 16 miles by wagon road.

Villa Lots.

Lots 31, 32, 33, 34, 60, 61. 62 and 63, consisting of 800 acres of the Paso Robles Ranch ADJOINING TEMPLETON and the TEMPLETON INSTITUTE, have been re-subdivided into 5 to 12 acre villa lots and are for sale at an average price of about $50 an acre, on the same terms as the ranch subdivisions, and are described as follows,

A—5.39 acres. All level first class land.
B—5.89 acres. Three-fourths level.
C—5.07 acres. One-half level.
D—12.00 acres. Level upland.
E—12.00 acres. Level upland: north part slightly rolling.
F—11.99 acres. Level upland; north part slightly rolling.
G—11.99 acres. One-half level upland, balance slightly rolling.
H—11.98 acres, ½ level upland, balance slightly rolling.
I—11.97 acres, level upland and slightly rolling.
J—12.86 acres, level upland and slightly rolling.
K—12.85 acres, level upland and slightly rolling.
L—15.90 acres, level upland and slightly rolling.
M—15.93 acres, level upland and slightly rolling.
N—15.92 acres, two-thirds level upland, balance slightly rolling.
O—15.91 acres, three-fourths level upland, balance rolling.
P—15.91 acres, nearly all level upland.
Q—20.80 acres, level and rolling.
R—16.56 acres, level and gently rolling.
S—8.23 acres, gentle southerly slope.
T—8.00 acres, all level.
U—8.00 acres, all level.
V—8.22 acres, gentle southerly slope.
W—8.20 acres, gentle southerly slope.
X—8.00 acres, mostly level.
Y—8.00 acres, mostly level.
Z—8.18 acres, gentle southerly slope.
AA—8.17 acres, mostly level.
BB—8.00 acres, traversed by ravine.
CC—7.98 acres, traversed by ravine.
DD—8.14 acres, mostly level and southern slope.
EE—6.58 acres, gentle south slope.
FF—6.45 acres, gentle south slope.
GG—6.45 acres, gentle south slope.
HH—6.57 acres, gentle south slope.
II—6.11 acres, gentle south slope.
JJ—6.00 acres, level and gentle south slope.
KK—6.00 acres, level and gentle south slope.
LL—6.11 acres, level and gentle south slope.
MM—6.11 acres, level and gentle south slope.
NN—6.00 acres, level and gentle south slope.
OO—6.00 acres, level and gentle south slope.

PP—6.10 acres, level and gentle south slope.
QQ—6.10 acres, level and gentle south slope.
RR—6.00 acres; level and gentle south slope.
SS—7. 61 acres, level and rolling.
TT—7.96 acres, level and rolling.
UU—5.62 acres, level and rolling.
VV—2.40 acres, level and rolling.
WW—9.37 acres, level and rolling.
XX—13.14 acres. Level and rolling.
YY—12.14 acres. Level and rolling.
ZZ—12.12 acres. Mostly level.
AB—12.12 acres. Mostly level.
AC—12.12 acres. Mostly level, partly traversed by ravine.
AD—12.61 acres. Level and rolling, traversed by ravine.
AE—12.60 acres. Level and rolling; ravine.
AF—14.39 acres. Level and rolling, traversed by ravine.
AG—16.15 acres. Level and rolling, mostly sunny slope.
AH—16.14 acres. Level and rolling; south slope.
AI—16.13 acres. Level and rolling.
AJ—16.12 acres. Level and rolling.
AK—13.39 acres. Level and rolling.
AL—16.67 acres. Level and rolling.
AM—28.00 acres. All gentle southerly slope.
AN—16.14 acres. All gentle south slope.
AO—16.15 acres. All gentle south slope.
AP—16.16 acres. Mostly gentle south slope.
AQ—16.17 acres. Mostly gentle south slope.
AR—56.32 acres. 20 acres level and rolling tillable land; 36.32 acres hilly land with timber.
AT—9.13 acres. Mostly northerly slope of hill with timber.

The Huer-Huero Ranch.

Consisting of 46,000 acres, lies adjoining the Santa Ysabel and Eureka on the east. This ranch comprises 8000 acres of valley and, 23,000 acres of level and rolling farming land, and 15,000 acres of grazing hills. There is no waste land on the ranch. During the past two years, since May, 1884, 34,000 acres have been sold to settlers, among whom are Hon. J. V. Webster, for 25 years engaged in fruit and vine culture in this State; C. J. Cressey, one of the largest farmers in the State, who at present owns a 12,000-acre wheat field in one inclosure, in Stanislaus county; Mr. Otto Kuhnert, recently from Hamburg, Germany, who will engage extensively in fruit and olive culture; H. A. Vachell and brother, from London, England; E. B. Ballard, from England, each of whom is making extensive improvements, and many others from different States all of whom have been very successful in experimenting upon the varied productions suited to the rich soil and excellent climate of this section.

Of this ranch, the property of C. H. Phillips, 12,000 acres remain unsold, and are now offered by the West Coast Land Co. This land is nearly all arable, and being surrounded by settlers, is very desirable for homes where schools and churches are a consideration, and will be sold at an average price of $20 an acre on the same terms as the foregoing.

Title, United States Patent.

Of the above ranch, 2100 acres, lying 8 miles directly east of Templeton, have been re-subdivided into 21 lots. This tract is admirably adapted for colony settlement. It is pronounced the best location in the State for vines, both for wine and raisins as well, as for figs and olives. It has rich, deep soil, mostly all tillable, *no waste*, fine thrifty trees here and there throughout the tract, yet not thick enough to interfere with cultivation, and *good well* water is found at 30 feet.

These lots are described as follows:

Lot No. 1—61.94 acres, generally level, first-class tillable land, about 5 acres in northeast corner of lot in Huer Huero creek bottom, where water can be obtained at from 10 to 12 feet; scattering white oak timber on east part.

Lot No. 2—58.09 acres, all level first-class tillable land.

Lot No. 3—59.95 acres, all first-class tillable land.

Lot No. 4—56.07 acres, level and gently rolling in southwest part, all first-class farming, scattering white oak timber.

5—82.58 acres, half level and half gently rolling, all farming land, scattering white oak timber.

6—80.08 acres, level and gently rolling on east part, all first class farming land, scattering white oak timber.

4—80.04 acres, half level, balance gently rolling with scattering white oak timber.

8—82.58 acres, all level and gently rolling tillable land, with scattering white oak timber.

9—93.37 acres, composed of level gently rolling and rolling land, mostly tillable, with white oak timber.

10—104.58 acres, composed of level and gently rolling and rolling land, mostly tillable, with with white oak timber.

11—139.10 acres, composed of level, gently rolling and hilly land, mostly tillable with white oak timber.

12—131.47 acres, level, gently rolling and grazing hills, mostly tillable, oak timber.

13—137.26 acres, level, gently rolling and grazing hills, mostly tillable, oak timber.

14—74.04 acres, all gently rolling, first class farming, scattering white oak timber.

15—78.27 acres, all gently rolling, first class farming land, with scattering white oak timber.

16—144.80 acres, composed of level, gently rolling and rolling hills, most part tillable, with oak timber.

17—220.76 acres, composed of level, gently rolling and rolling hills, most part tillable land, with oak timber.

NOTE.—Water can be obtained by digging on any one of the foregoing described lots at from 25 to 40 feet.

18—88.16 acres, all level first class tillable land, with scattering white oak trees.

19—40.88 acres, all level first class tillable land, with scattering white oak trees.

NOTE.—It has been demonstrated by actual experiment that water can be obtained on lots 18 and 19 by digging at from 30 to 50 feet.

20—80.00 acres, level and gently rolling farming land, and 212.32 acres, open rolling hills, good grazing land with scattering white oak timber, contains springs of good water, improvements, house, etc., on north east part.

The balance of the Huer Huero Ranch, comprising 10,000 acres, in 35 subdivisions, now being re-subdivided into smaller tracts, is the same character of land as the foregoing, but more remote from present railroad facilities. It however, has the advantage of older settlements on adjacent lands, 34,000 acres of the ranch having been sold and settled in the past 3 years. It lies within from 8 to 15 miles of the railroad.

9—548.46 acres, 90 level and gently rolling tillable land, balance of lot grazing hills, interspersed with farming spots; good water on this tract at 25 feet.

17—455.92 acres, 60 level and gently rolling tillable land; balance grazing hills. The lands both level and rolling in this lot and number 9, and rich soil, and well adapted to raisins; water in any part of the valley in 25 feet; the two lots will make eight good farms, and will be sold at the low price of $12 an acre.

22—315. 92 acres, all fine grazing land, great profusion of bunch grass.

24—523 acres, 100 acres level balance grazing hills, water 25 feet, will make four good farms with 25 acres valley on each, and will be sold at $12 an acre.

39—440.30 acres, 125 level and gentle rolling tillable land, balance grazing hills, good water at 25 feet, and fine spring on lot, will make four good farms and will be sold at $15 an acre.

41—200 acres, 80 acres level and gently rolling and tillable land, balance grazing, will make two good farms.

55—371.73 acres, 80 acres level farming land, balance grazing hills, will make four good farms, good well water at 25 feet.

52—147.56 acres, all level and gently rolling, all tillable, scattering oak trees, good vineyard lot, two miles from Creston.

60—172.44 acres, all level and gently rolling, scattering oak trees, good grape land, two miles from Creston.

61—390.64 acres, 40 acres fine valley on south part, 80 acres gently rolling tillable land in one body on south part, balance gently rolling and level land interspersed, scattered oak timber, good grape land.

74—123.76 acres, all level and gently rolling, scattering oak trees.

75—158.20 acres, level and gently rolling tillable land, scattering oak trees.

76—160 acres, level and gently rolling tillable land, scattering oak trees.

88—174 acres, 25 level on south part, balance gently rolling, scattering oaks, good vineyard land.

90—200 acres, level and gently rolling, mostly tillable, scattering oaks, good vineyard land.

91—339.38 acres, level and gently rolling, mostly tillable, scattering oak trees, good vineyard land.

92—293 acres, level and gently rolling, mostly tillable, scattering oak trees, good vineyard land.

77—336.55 acres, contains 100 acres good farming land on north part, balance of lot gently rolling and mostly tillable, scattering oak timber, good vine land.

85—300.10 acres, 50 acres rich valley land on north part, balance gently rolling, good plow land, water a few feet from surface on north part, scattering oak, good fruit land, one mile from Creston, and will make two good homes.

93—147.35 acres, level and gently rolling and grazing hills, scattering oak trees.

103—187 acres, level and gently rolling and grazing hills, interspersed, scattering oak timber.

101—140.72 acres, level, gently rolling and grazing hills, scattering oak timber.

102—165.42 acres, level and gently rolling, all tillable except 20 acres on east part, good grape land.

104—403.42 acres, contains 140 acres gentle south slope on southerly part with three springs of good water, good fruit and vine land, northerly part gently rolling and grazing hills, scattering oak timber.

100—154.58 acres, 20 acres level valley land, 80 acres gently rolling, all tillable, balance of lot generally rolling and grazing hills, interspersed, scattering timber, good fruit and vine land.

98—387 acres, 50 acres valley on north part, balance gently rolling and grazing hills, one-half plow land, scattering oak timber.

111—137.02 acres, level, gently rolling and rolling hills, one-half plow land, scattering oak timber.

112—103.72 acres, level, gently rolling and grazing hills, one-half plow land, scattering oak timber.

113—114.48 acres, level, gently rolling and grazing hills, one-half plow land, scattering oak timber.

117—70 acres, mostly gently rolling tillable land, scattering oak timber, good grape lands.

121—134.78 acres, 30 acres rich valley land on north part, balance of lot gently rolling, partly covered with chemisal, soil rich reddish loam, scattering oaks, good grape land, and excellent for other fruits.

122—397 acres, this lot is composed of low gently rolling hills, partly covered with chemisal brush and scattering oak trees, soil reddish loam, fine grape and fruit land, lot susceptible of being divided into small tracts, water obtainable by digging a few feet.

66—Tract B.—358.55 acres, all A 1 grazing land, scattering oak timber, several spots good farming, good water at twenty feet.

80—Tract A.—480 acres, all good grazing, scattering oak timber

80—Tract B.—304.31 acres, all A 1 grazing land, scattering oak timber, good brush and other native grasses.

Title, United States Patent.

Intending purchasers will take the steamers of the Pacific Coast Steamship Co. from San Francisco and Los Angeles, passing Port Harford daily. Office of the Co. in San Francisco, No. 10 Market street, Goodall, Perkins & Co., General Agents. Ticket Office 214 Montgomery street, San Francisco, D. B. Jackson, Agent.

By the Southern Pacific Railroad from San Francisco to Templeton, it is 221 miles. Maps and catalogues and all other information will be sent, on application to the General office of the West Coast Land Company, Templeton, California.

C. H. PHILLIPS,
Manager.

Templeton, California.

Ionians who are contemplating a change of climate and think of emigrating to the Pacific Coast will be interested in reading the advertisements of the "West Coast Land Company." This company has recently placed on the market a valuable tract of land embracing 64,000 acres, and lying in the fertile San Luis Obispo valley. The reputation of the directors of the company is not confined to the limits of California, and is such as to ensure for the enterprise a successful issue. They are ex-Governor Perkins, John L. Howard, largely interested in steamship and railroad lines; C. H. Phillips, an energetic and sagacious business man, to whom has been entrusted the management of the company's affairs, and others equally as distinguished in commercial circles. The ranches to be subdivided lie within a few miles of the coast and only eight hours by railroad from San Francisco.—*The Ionia Sentinel*, *Ionia, Mich.*

ADVICE TO IMMIGRANTS.

1—Save the money expended in exploring other sections and come direct to California; because, all thing considered, California offers the best inducements to home seekers of any other section of the Globe.

2—Come direct to San Luis Obispo County, because, in soil, climate, health, resources and rapid development, it surpasses other sections of the State and Coast.

3—Apply direct to the West Coast Land Company at Templeton, the terminus of the S. P. R. R.; because, it has and can supply the cheapest lands for all branches of diversified farming and on the best terms of any offered in the State. Its manager C. H. Phillips, has effected sales in the past four years aggregating $2,500,000; increased the taxable property of the county 150 per cent, or $6,000,000; and by his grand work of settling immigrants has changed the population from 9,000 to 20,000.

4—Parties so applying direct to the West Coast Land Company, either in person or by letter, will receive reliable information on all questions, and, where negotiation and sale follow, fair treatment in every particular.

Rainfall at San Luis Obispo During the Past 17 Years.

	August	Sept	Oct.	Nov.	Dec.	Jan.	Feb.	Mch	Ap'l	May	J'ne	July	Tot'l
1869-70	:	....	.84	.66	.78	.71	4.85	.74	2.40	.85	....	:	11.83
1870-71	:	.	.68	.38	2.90	1.51	4.43	.....	2.79	.28	.....	:	12.97
1871-72	:	.....	....	2.40	13.93	5.16	3.45	.71	1.37	.....	.....	:	27.02
1872-73	:	.....	.....	.....	6.00	5.00	1.79	.....	.....	.....	.....	:	12.79
1873-74	:	.....	.....	.....	7.96	4.29	4.04	3.23	1.00	.....	.....	:	20.52
1874-75	:	.....	4.28	2.05	.48	12.10	.28	.50	.....	.....	.....	:	19.69
1875-76	:	.....	.....	6.20	2.20	9.87	5.29	5.30	1.26	.....	.....	:	30.12
1876-77	:	....	1.16	.....	.....	4.83	.42	1.74	.....	.....	...	:	8.15
1877-78	:	.....	.....	1.42	3.90	7.88	11.91	2.74	2.75	.....	.....	:	30.60
1878-79	:	.....	.....	1.50	2.58	1.78	2.15	1.60	1.80	.25	.....	:	11.66
1879-80	:	.....	.75	1.40	3.03	1.75	7.23	2.36	8.78	.52	.....	:	25.82
1880-81	:	.....	.....	.48	13.35	4.71	1.90	1.40	1.85	.....	.....	:	23.69
1881-82	·	.40	1.65	.25	2.00	.85	3.40	6.75	1.73	.....	.....	:	17.03
1882-83		....	.69	2.95	.44	1.50	1.60	4.88	1.10	3.85	.....	:	17.01
1883-84	:	.....	.....	....	3.56	10.57	10.21	12.41	3.39	....	2.26	:	42.40
1884-85	:	.....	2.17	.13	8.85	2.25	.....	.94	3.15	.10	.....	:	17.59
1885-86	:	.....	.04	12.90	3.67	5.78	.79	2.37	3.75	.....	.....	:	29.30

Average for seventeen years 21.07 inches.

TULE LANDS

OF

SACRAMENTO VALLEY

CALIFORNIA,

YOLO AND COLUSA COUNTIES.

TULE LANDS

OF

SACRAMENTO VALLEY

IN

YOLO AND COLUSA COUNTIES,

CALIFORNIA.

DECEMBER, 1872.

LOUISVILLE:
JOHN P. MORTON AND COMPANY, PRINTERS AND PUBLISHERS.
1872.

9967

TULE LANDS OF SACRAMENTO VALLEY.

The lands now offered for sale by J. H. Rhorer and Henning & Speed, agents of the Sacramento Valley Reclamation Company and others, in quantity about fifty-five thousand acres, are situated in the Valley of the Sacramento River, on its west side, in the counties of Yolo and Colusa, California, in the midst of one of the richest and best-settled agricultural districts of the state. They are of the character known as "Tule lands" (named from "Tule," the Indian name of a flag which grows naturally on them before they are reclaimed), and lie in two separate tracts. The northern tract, containing about six thousand acres, is south of Colusa, the county-seat, and within three miles of it, with its eastern boundary about two miles from the Sacramento River. The southern tract, about forty-nine thousand acres, lies parallel with the Sacramento, its eastern line being about one and a half miles from the river and its western the limit of the former overflow. Its average width, east and west, is about five miles. On the west side, after leaving these Tule lands, the country gradually rises until it reaches the hills, which are covered with oak timber. The intervening country between these hills and our tract is all divided up into farms and is well settled. At the southern line of the tract is the town of Knight's Landing, which has communication twice a day by railroad with Sacramento, the state capital, and with San Francisco by railroad and steamer, being distant in time but a few hours from either.

The proximity of these lands to the Sacramento River, which is navigated at all seasons of the year by steamers,

H. A. 20 Ja 17

affords cheap and quick transportation for produce intended for market. A railroad, skirting the western side of the lands and connecting with the California Pacific Railroad, which has its terminus at Vallejo on the Bay of San Francisco, has been projected, and its construction at an early day is certain. The lands will thus be placed between the Sacramento and the railroad, and very near either. The steamers plying on the Sacramento touch at numerous points in the vicinity of the lands.

The lands are not marshy, but were overflowed previous to the construction of the levees by the winter freshets of the Sacramento. This overflow being prevented, the land is now as firm as any other alluvial bottom lands, and is as easily cultivated.

On account of the luxuriant growth of grass on them, these lands have been the pasture-ground for many years of large herds of cattle and sheep, whose trampling has cleared a large part of it of all tule growth. Such part is now ready for cultivation, and the rest can readily be brought into the same condition by burning off the tules, which when dry burn as readily as grass.

The soil is composed of the alluvial deposit from the overflow of the river during an indefinite period, and is deep, friable, unsurpassed in fertility, and easily cultivated. This is not a matter of conjecture, but of *absolute certainty*, as has been fully proved by the successful cultivation of a tract of six thousand acres known as the "Mormon Basin," and so designated on the accompanying map, lying between our two tracts as above described, which has the same kind of soil, and was once overflowed in the same manner. The tract referred to has been reclaimed and cultivated for the last four years, and is thickly settled.

The works constructed for the reclamation of these lands consist of a solid earth embankment or levee, about sixty miles in length, commencing at the high land at Knight's

Landing, and following generally the river bank at a distance of about one hundred feet from it, and ending at the high land about seven miles above the town of Colusa. The levee was commenced in October, 1870, and about one half of it completed during that fall and winter, and all but a few miles was completed prior to the rains of December, 1871. The remainder is now being constructed, and will be completed before the setting in of the rains of the ensuing winter.

The levee is built in the most substantial manner, and its form, dimensions, and mode of construction are of the most approved plan, and such as have been adopted after long experience on the Mississippi and other rivers. Varying in height and width as the river-banks are higher or lower, it is throughout its whole length four feet above the high-water mark of the freshet of the winter of 1861–2, which was the greatest that has ever occurred in the Sacramento since the American occupation of the country. It has been solidified, so far as constructed, by the rains of the past two winters, and safely withstood the freshet of the last winter (1871–2), which was nearly equal to that of 1861–2. The plans of the work were proposed by Gen. B. S. Alexander, of the United States Engineer Corps, after repeated personal examinations of the country and actual surveys made under his direction.

The work was done under the immediate superintendence of competent engineers, and every precaution was taken which skill and experience could suggest to render it secure against any freshet which might occur.

A letter from Gen. Alexander, hereto appended, gives his opinion as to the sufficiency of the plan of reclamation adopted and carried into effect. Also a letter from Hon. Chas. F. Reed, President of the State Agricultural Society, as to the quality of the land and its reclamation.

The whole of the southern tract may be irrigated from the river through the Upper Sycamore Slough, which leaves the river (see map) about ten miles south of the town of Colusa. In constructing the levee across this slough a bulkhead was built with large flood-gates for the purpose of admitting such flow of water as might be needed for irrigation in case of drought. From its mouth or junction with the river this slough has a gradual descent throughout its whole length (about fifteen miles) until it terminates near the northern line of the southern tract. From this or some higher point on it the water of the river, even at its ordinary stage, may be conducted by a main canal and lateral ditches over the whole of the lower lands between the slough and Knight's Landing. Such has been the design, and by means of this slough, so well situated for the purpose, it is entirely practicable, at an expense very small compared with the advantage of perfect security against drought.

It must be observed, however, that irrigation of these lands for the production of grain, hay, and other crops is necessary *only* in those seasons when the rain-fall has been much below the usual average; in other words, in seasons of extreme drought.

It has been designed also to connect the Upper with the Lower Sycamore Slough by a canal of about six miles in length, so as to provide not only for irrigation, but for the navigation of Lower Sycamore Slough down to the river at Knight's Landing.

This slough can be kept full of water at a very trifling expense, thus affording *transportation* by means of barges for a distance of fifteen miles into the interior of the lands. On reaching Knight's Landing the barges without unloading would be passed into the river and taken in tow by the steamers, and thus reach their destination.

It is difficult to say what crops may *not* be successfully cultivated on these lands. Actual results show that they are well adapted to the growth of wheat, barley, oats, corn, broom-corn, alfalfa, and all kinds of grasses, fruits, and vegetables. And the yield, as in the case of all Tule lands, will be much greater and more certain than on the uplands. The composition of the soil is such that it has greater *warmth* than the tide-water Tule lands, and hence it is believed that these lands will prove better adapted to the cultivation of grapes, cotton, corn, ramie, and all the semi-tropical fruits.

A close, intelligent observer has recently stated in a public article: "Experiments recently made in the culture of cotton show conclusively that this will soon become one of the great staples of the Pacific Coast. The area of land suitable for the growth of cotton, however, is limited. It requires moisture, heat, and comparative exemption from frost. The alluvial lands bordering on the Sacramento above Knight's Landing and the Tule regions of the San Joaquin Valley adjacent to Kern, Buena Vista, and Tulare Lakes, will in all probability prove as valuable for cotton-raising as the best lands in South Carolina and Georgia." It will be seen that the writer points specially to our tract.

For stock-raising and dairy products the value of these lands can not be overestimated. An instance may be given. On land in the vicinity, and of exactly the same character, three head of cattle per acre have been kept fat throughout the year on alfalfa. Such cattle three years old will weigh 650 pounds each, which at the ordinary price of 7 to 8 cents per pound would make them worth $40 to $50 in market. Commencing with calves, therefore, that may safely be estimated as the yearly product per acre in beef cattle.

Ten head of sheep may be kept per acre sown in alfalfa, which in wool and mutton would yield about the same amount. What the dairy products would be, at the rate of three cows per acre, any farmer can estimate. San

Francisco furnishes a constant and remunerative market for these products, and the transportation to it is convenient and cheap.

The climate is favorable for out-door work. The rains continue for about four months, but are not more frequent nor as heavy as in the Middle States during the same period. Some of the finest weather occurs in "the rainy season."

The winters are very moderate, and although for two or three months of summer the mid-days are warm, they are not enervating, and the nights are always cool and refreshing.

Those who have resided for years in the immediate vicinity of the lands have enjoyed such good health that it may be safely said that the country is free from malarious diseases.

The strong winds which so generally prevail on the Bay of San Francisco and its borders become pleasant breezes by the time they reach the region in which this tract lies, and hence it is that in regard to climate and its influence on health it is classed with Los Angelos and Tulare counties, and equally favorable as a residence for those affected with lung or throat diseases, asthma, rheumatism, etc.

The title to these lands is perfect.

The state of California derived title to them from the United States by the act of Congress of September 28, 1850, known as the Arkansas Act, and they have been "listed" or "certified" to the state in pursuance of its provisions. The state has sold them to the present holders, and has issued its patents therefor.

These lands are offered for sale at twenty-five dollars per acre, in quantities to suit purchasers, the terms being one fourth cash, and the balance in three equal payments, at one, two, and three years, with interest at the rate of ten per cent. per annum, payable half-yearly, and both principal and interest payable in gold.

The lands are in condition for immediate cultivation, and any purchaser who will go to his tract and put in a crop of wheat any time before the first of April will possibly be able to pay for his tract with the proceeds of his first crop. If he should, however, only make enough to meet his first deferred payment, he would do what would satisfy almost any one; but he ought to do much better; he should aim to make at least enough to meet his three deferred payments.

Any information in regard to the lands offered will be furnished by the undersigned at their Tule Land Agency, No. 64 Fifth Street, Louisville, and any communication addressed to them by mail will receive prompt attention.

J. H. RHORER,
HENNING & SPEED.

Louisville, Dec. 1, 1872.

San Francisco, August 16, 1872.

WM. BLANDING, *President Sacramento Valley Reclamation Co.:*

Dear Sir,—In reply to your note of the 14th inst., I have the honor to say that the levees and other works of reclamation of the Sacramento Valley Reclamation Company in Yolo and Colusa Counties on the west side of the Sacramento River were planned by me, after a full examination of the country with reference to its overflow, and that the same are constructed in the most substantial manner and on most approved plan, and in my judgment are fully sufficient to protect the lands from overflow from the river.

Very respectfully, your obedient servant,

B. S. ALEXANDER, *Lt. Col. and Eng. U. S. A.*

Knight's Landing, Yolo County, August 15, 1872.

I am intimately acquainted with the character and situation of the lands of the Sacramento Valley Reclamation Company, situated in Yolo and Colusa Counties, having lived in their immediate vicinity for many years. No body of land in the state, in my estimation, possesses greater fertility of soil or productive capacity for grain and other crops. I am also well acquainted with the work which has been and is being done for the reclamation of these lands, and in my judgment they are of the most substantial kind, and will put them in such condition that they may be safely cultivated and planted during the ensuing season.

CHAS. F. REED, *Pres't State Agricultural Society.*

STATEMENT OF PRODUCTS, YIELDS, PRICES, &c., OF THE TULE LANDS OF CALIFORNIA.

The following statement of products, yields, and prices has been carefully compiled from the memoranda made by a gentleman of Louisville, who has just returned from an extended visit to California, and who went there solely to examine the Tule lands, their location, climate, reclamation, soil, and products. He availed himself of every reliable source of information, visiting the state fair at Sacramento, learning his facts from the officers of the fair, and from the farmers, fruit-growers, stock-raisers, dairymen, and others there assembled, as well as from personal observations made while visiting them at their homes and on their farms; and hence his statements of products, yields, and prices are facts of *actual experience,* and not theories or opinions. Of course he saw no crops or yields from our tract, as it has been but recently reclaimed and never yet cultivated; but many of his facts were obtained from and others confirmed by the Hon. Charles F. Reed, president of the state fair, whose farm adjoins our tract, and is exactly the same character of land, being indeed a part of the same reclamation. He examined with great care the tract we now offer, and the statements and statistics which we have compiled from his memoranda are mainly such as appertain to our tract.

COTTON.

Recent experiments have conclusively demonstrated the fact that a better quality of cotton is now being grown and that a larger yield can be realized at less expense on Tule lands, such as these, than has ever been done in the Southern States.

Col. John L. Strong of Tulare County, an experienced planter, formerly of Mississippi, has made the test, which was entirely satisfactory. Specimens were sent to the Memphis Board of Brokers, who pronounced it equal to the best "middling uplands" of the South, the staple being finer. He predicts that California cotton will bring better prices in the Liverpool market than the best "Orleans middlings." He expects a bale and a half to the acre.

Hemp and Flax.

These are both natives of the state and can be grown with success. Yields: Flax-seed, 2,000 to 3,000 pounds per acre; average price, 4 cents per pound. Flax fibre, two to three tons per acre; average price, $25 per ton. Hemp fibre, about the same in quantity and price.

Ramie.

This new textile is a native of the Island of Java, the attention of Europeans having been first called to it in 1844, since which time it has attracted much attention among manufacturers, and every encouragement has been given to growers in the East Indies to induce them to cultivate a sufficient quantity to supply the demand, it being there manufactured into fabrics of the finest quality, excelling in strength, beauty, and finish linen of the finest texture, and rivaling silk in luster. Whatever fabric is demanded, be it the lightest gauze or the heaviest canvas, ramie stands ready to supply. The inhabitants of Java give this fibre the preference over all others for the manufacture of their finest dress-goods, as also for their fishing-nets, lines, and ropes. So fine is this fibre that from one pound of it a thread over 10,000 yards in length was obtained. In England, Germany, and France it is in great and growing demand, the fibre being extensively employed either by itself or mixed with cotton, with wool, or with silk. When prepared for the spinner it is very white, soft and glossy, closely resembling floss silk in appearance. It is stronger than flax, and receives the most difficult dyes without injury to its strength or luster.

The plant is perennial; a strong, vigorous, and hardy grower; propagated by a division of roots, or by layers and cuttings. In the moist soil of the Tules it can be planted at any time, growing and developing numerous stocks or switches from six to eight feet in height, the fibre extending the entire length of the switch. It matures in about ninety days, and is then cut by hand or with an ordinary mowing-machine. It does not require the process of *rotting*, like hemp or flax, but immediately after cutting it is put under the brake (like hemp), and the fibre thus separated from the stock, after which it is dried in the sun and air and thence ready for the market.

J. S. Fitch, Esq. of Alameda County, who first introduced the plant into California and has had an experience of over two years in its cultivation, says it will yield per acre from 3,000 to 4,000 pounds annually. The agent in San Francisco of an English manufacturer says he will pay $300 per ton for all the fibre that he can get. In his report to the Agricultural Society Mr. Fitch, speaking of the soil best adapted to its growth, describes it as "a fine, light, rich, alluvial deposit soil," thus exactly describing the soil of our tract.

WHEAT.

Wheat of a superior quality and extraordinary quantity is grown upon these lands. The berry is large, plump, dry, and white; so dry that it can be stored in bulk for long periods without sweating or molding. It is sown from December to May, and even as late as June. Its harvesting may be deferred for weeks after it has ripened without the least detriment, and when threshed and sacked, which is done immediately after cutting, it can be left in the open air unsheltered for months, as there is no rain till November. The great expense of barns, granaries, etc., is entirely obviated in this wonderful climate.

Well-authenticated facts give the yields per acre at from 50 to 120 bushels, at an average price for the last three years of $1.05 per bushel.

Barley.

Barley is cultivated in the same manner as wheat, and may be sown as late as July with fine results. Yield from 75 to 130 bushel per acre; average price 84 cents per bushel.

Navy and Bayo Beans.

Beans are cultivated as a field crop, and yield from 2,000 to 3,500 pounds per acre, at an average price of 3 and 5 cents per pound, respectively.

Rice.

Persons familiar with the cultivation of rice in the Carolinas say there is no doubt that it may be successfully grown on these lands, since the requisite irrigation would be very easy, and the climate is highly favorable.

Corn.

Corn grows finely in the warm soil of these lands, and its cultivation requires less labor than in Kentucky. The yield is from 60 to 100 bushels per acre; average price $1.12 per bushel.

Hops.

The Tules are unequaled for the cultivation of hops, which do best in a deep, rich, light, and warm soil. Here the absence of rain while the vines are in blossom preserves the strength of the flower; and here too the hop is free from the aphis, hop-mouse, mold, and blight, as well as summer tornadoes and wind-storms, so destructive in the Atlantic States. The crop is picked by Chinamen at cheap rates, and can be dried in the sun and air without the use of kilns. The yield per acre is from 1,000 to 2,500 pounds, dried; average price, 40 cents per pound.

Hay.

All grasses grow luxuriantly, and hay is cut on the Tules three times a year. Yield from 7 to 10 tons per acre; average price per ton $12.

Sugar-Beet.

The manufacture of sugar from the sugar-beet has within the past two years been most successfully inaugurated and established, there being two refineries now in active operation on a large scale, and others are projected. The sugar manufactured is of a beautiful quality, and must before long supersede the imported article, and thus save to the state the sum of about $5,000,000 per annum, the amount now paid for foreign sugars.

The beet grown upon the Tule lands has received a careful test, and has been pronounced the best in size, flavor, and saccharine matter. It is easily cultivated, harvested, and marketed. Yield, 20 to 30 tons per acre; average price, $4 per ton.

TOBACCO.

A mild climate, rich soil, exemption from frost, and a certainty of dry weather at the season when the crop is gathered and cured, are the guarantees of a successful cultivation of tobacco, and it can not be denied that the Sacramento Tules combine all these conditions.

As an experiment, J. D. Culp, of Santa Clara County, planted five acres with seed of the finest quality of Cuba tobacco, and it yielded 8,000 pounds. Samples of it were submitted to all the leading tobacconists of San Francisco, who united in a certificate declaring it equal to the finest Cuba tobacco. The cost of it to Mr. Culp was only three cents per pound, while the price in San Francisco of Cuba tobacco was $1.25 to $2 per pound.

STOCK-RAISING.

Few enterprises are more promising than stock-raising on the Tules, as the following facts will demonstrate.

During the dry season, continuing about eight months, in which there is no rain, the lands of California (except the Tules and a few irrigated valleys of small extent) are necessarily subject to droughts, more or less severe in proportion as the rain-fall of the preceding winter shall have been more or less, and all vegetation dries up, so that no green thing can be seen. These droughts are every year severe enough to render the grazing scarce and insufficient; but as often as three or four years in every ten they are so extreme as to cause much suffering and even starvation among the cattle of the country. During such seasons until recently immense herds were saved by being driven upon the Tule lands then belonging to the state.

Now these lands belong to individuals, who are rapidly inclosing them for their own use; hence they will no longer be available to the general herdsman for the salvation of his starving thousands. The individual owner, according to his area, has now the exclusive monopoly of these verdant lands, teeming with perennial and succulent blue-grass, clover, and alfalfa, while the uplands are a seared and parched desert. During such seasons the Tule stock-raiser is the master of the situation and of the markets. He then can buy *at his own prices* as much of the lean, starving upland stock as he wants, turn it upon his rich, green pastures, and within two months deliver it to the butcher, sleek and fat, at high prices. The business is pleasant, easy, certain, and very profitable; cattle requiring neither winter sheltering nor winter feeding.

The Dairy.

This is known to be a most profitable business, even upon the uplands, where dairymen are compelled to raise and feed large quantities of beets, carrots, etc., during several months of the dry season, as without these the milk would become poor and tasteless, the butter white and of indifferent quality, remaining fresh and palatable only a day or two.

The supply of butter during the summer and autumn months is entirely inadequate, necessitating the importation from the Eastern States of large quantities at very high prices, estimated at $800,000 per annum.

The dairyman upon the Tules is absolutely independent of the seasons and droughts. His pastures are fresh and green every day in the year, yielding *all* the food his cattle require or can consume, and giving to his daily product a freshness, richness, and sweetness which will always cause it to command the highest market prices. Dairymen realize from 35 to 80 cents per pound for butter, 25 cents per gallon for milk, and from 20 to 25 cents per pound for cheese.

Wool and Sheep.

Wool-growing is highly profitable. Sheep are easily kept, requiring neither winter feeding nor sheltering. They are free from diseases, and are sheared twice a year. The weight of the animal is 10 per cent., that of the fleece 20 per cent., and the numerical increase almost 100 per cent. greater than in the Eastern States. Unwashed wool brings from 20 to 60 cents per pound.

Poultry.

Chickens are worth from $5 to $8 per dozen; eggs from 35 to 70 cents per dozen; turkeys, ducks, and geese, 25 cents per pound. Hens lay and hatch at all seasons of the year.

Fruits.

Apples, cherries, peaches, plums, quinces, apricots, nectarines, etc., grow and bear well on these lands; indeed their yields are generally very great, as there are no frosts, heavy winds, or storms to destroy the buds and blossoms. The curculio and other unfriendly insects are unknown. The trees mature and bear earlier than in Kentucky. The cash values of the average yields of these various fruits range from $200 to $400 per acre.

Almond.

The almond-tree is successfully grown in various localities whose soil, climate, and other essential conditions correspond with those of the Sacramento Tules. At three years of age it begins to bear, at five it will yield 1,200 pounds, and at ten 2,000 pounds per acre, worth 20 cents per pound.

English Walnut.

This tree flourishes admirably on the Tules. At three years it begins to bear, at seven it will yield 75 pounds, and at twenty years 250 pounds per tree, 30 trees growing on an acre, making 7,500 pounds to the acre, and worth 12½ cents per pound.

Grapes.

Perhaps nowhere in the world do grapes grow to such perfection and in such quantities per acre as in California; the wine grapes on the uplands and the table and raisin grapes on the Tules. The vines are strong, healthy, and vigorous, and the yields uniform and certain. The table and raisin varieties, such as the White Muscat and Flame Tokay, are large, luscious, and delicate beyond comparison. For raisins it is only necessary to cut the bunches when fully ripe, spread them on tables or on the ground cleaned off for the purpose, expose them to the sun two or three weeks, turning them once or twice, and the raisin is ready for boxing and for market.

These varieties yield from four to eight tons per acre (on the Tules the latter would be a moderate estimate); average price $4 per ton.

Tropical Fruits.

Oranges, lemons, and olives are grown very successfully at Los Angelos and Santa Barbara, and as the climate of these lands is very similar to that of the above localities but little doubt is entertained of their successful growth and development. The trees are easily raised, bearing at about six years of age. An orchard of seven acres of oranges twenty-one years old yields its owner annually $14,000 gross. The olive will yield about ten gallons per tree at seven years of age, increasing from year to year, till at ten and twelve years the yield is about sixty gallons per tree. Allowing twenty-five trees to the acre, we then have a yield of 1,500 gallons, worth 60 cents per gallon, making a gross yield per acre of $900. The expense is no greater than the cultivation of apples or peaches.

Fig.

The fig thrives and bears well on the Tule lands. It is a hardy, vigorous grower, and begins to bear early. At the maturity of the trees it is estimated that an acre will yield a crop worth $500. It is rapidly becoming an important article of commerce in California.

Small Fruits.

These grow in great profusion on the Tules, bearing about nine months in the year. From 3½ acres of the Lawton blackberry Isaac B. Rumford derived the sum of $2,500 from one crop.

Irish Potatoes.

These yield from five to eight tons per acre, and the average price is $25 per ton. A crop of twenty tons per acre was raised on the Sacramento bottoms. It was planted February 23d, dug June 20th; the vines were then cleared off, the ground replanted, and a second crop dug October 21st, yielding almost as much as the first. These yields were of the Early Rose variety.

Vegetables and Melons.

These of every variety are very successfully cultivated, some of them growing throughout the entire year. Gardeners report their crops as highly remunerative.

Expenses of Living.

Clothing is somewhat higher than in Kentucky. Groceries about the same. Flour, meat, vegetables, and fruits cheaper. Wood $3 to $5 per cord. Coal $5 to $8 per ton. But little fuel, however, is used; fires in dwellings being but rarely needed, except for cooking.

Labor.

Labor can always be had — American at about $40 per month with boarding; Chinese at $30 to $35 per month without boarding; house-servants $20 to $25 per month.

Dwelling-Houses.

Dwelling-houses on the Tules are generally built for present use at a cost of about $120 per room; a house of three rooms costing $360, one of four rooms $480, and so on. Lumber is abundant and cheaper than in Kentucky, and two or three carpenters can put up a medium-sized house in a very few days.

Climate.

So exceedingly beautiful and healthful is the climate of California that it seems a vain effort to describe it.

The days are bright and warm, with an unclouded sky, for eight months in the year. The atmosphere is so pure and dry that dressed meats hung in the open air and sun for weeks remain pure and fresh. The trade-winds, which are strong on and near the coast, are on the Tules soft, gentle sea-breezes, yet so invigorating and bracing that the heat of the sun even in midsummer occasions no physical enervation or exhaustion. The average temperature for July, August, and September being about 75 degrees, woolen clothing of medium warmth is worn the whole year.

The rainy season (December, January, February, and March) is generally misunderstood. As contradistinguished from the dry season, it is taken to be a continuous rain. Not so. It does not compare with the winters of Kentucky in the quantity of rain and disagreeable weather. The rains are neither heavy nor continuous, and the season is interspersed with days and sometimes weeks of bright and balmy sunshine. No snow, no ice, no sleet, and no violent changes from warm to cold. Farmers are rarely driven from their field-work by the rains, and pretty much all their plowing and sowing are done during this season.

The average rain-fall at Sacramento is 20 inches, while in New York it is 43; St. Louis, 41; New Orleans, 50.

Fires are but seldom needed, and any day in the year fresh, fragrant roses and other hardy flowers may be gathered from the open garden. Asthma, bronchitis, and pulmonary troubles are unknown here, and many instances could be stated where strangers and new-comers have been relieved and cured by this dry, pure, tonic atmosphere. Indeed it is now conceded to be a more favorable climate for consumptives than that of Italy, Florida, or Minnesota.

COLONIES.

Thus far the settlement of the Tule lands has been in large part effected by circles or companies of friends and acquaintances going together—a plan that has many advantages to the settler. A compact neighborhood of friends is effected at once, in which mutual advice, aid, and encouragement are secured; good society, churches, schools, roads, and other conveniences and comforts of well-organized society are realized almost immediately, while undesirable neighbors are excluded. Instead of going *among strangers* in a far distant country, the settler, in all probability, finds himself more closely surrounded by familiar and friendly neighbors than had been the case in his old home. And the lands, taking rank from the character of the settlement, are more rapidly and certainly enhanced in value and price.

In this connection it may be stated that a large area of Tule lands are being colonized from the city of Louisville and other parts of Kentucky. About 18,000 acres of what is known as the Webb Tract has been purchased, and is now being prepared for cultivation by a Louisville colony, among them Charles Tilden, president of the Bank of Louisville; E. D. Morgan, cashier of the same bank; J. H. Rhorer, cashier of the Savings Bank of Louisville; R. H. Woolfolk, of the firm of Shirley, Woolfolk & Co.; A. A. Gordon, secretary of E. & P. R. R.; Major John Caperton; E. Lockhart, superintendent L. & P. Canal; M. M. Rhorer, J. G. Dodge, Stump & Walts, T. R. Scowden, P. Lotich, O. F. Miner, Dr. John T. Miller, William R. McKee, Dr. Kohler, Dr. Ruschhaupt, J. G. Colmesnil, Rowland Whitney, Major C. J. F. Allen, and others.

About 8,000 acres on Grand Island is now being colonized under the leadership of Rev. A. S. Worrell, and a party at and near Henderson, Kentucky, have recently purchased about 4,000 acres on Andros Island, and are preparing to put it in cultivation.

THE PEOPLE.

The circumstances under which the people of California originally emigrated to that remote and then inhospitable country, the difficulties, sufferings, hardships, and perils of the journey, were such as only the high-spirited, intrepid. and brave were willing to encounter, and the emigration has since been in large part of the same character, and it will therefore surprise no one to find that the people of California are pre-eminent for energy, intelligence, intrepidity, integrity, and high social qualities. For so small a population they have achieved wonders in the development of the resources of their state; and it is but a confirmation of the testimony of all who have visited their state to say that as a people they are, almost without exception, the most generous, hospitable, obliging, and polite that a stranger ever meets. Their courtesy and civility are not less remarkable than gratifying, and their uniform exhibition of these qualities results doubtless in some measure from the circumstance that they are a prosperous, thrifty, cheerful, contented people. Every one seems profitably employed, hopeful, and happy. A begger is rarely seen, and very few are so poor as to be the recipients of ordinary charity. Nowhere can better society be found, and the best circles are not excelled in culture, refinement, and good morals.

A recent visitor to California writes as follows:

"As Columbus and his chosen few gave to religion, civilization, and the world America, the peerless among nations, so a band of hardy, intrepid pioneers in turn gave to America redeemed, reclaimed California, the golden-haired sister of the confederacy. Carrying with them the germs of civilization and religion, they have built their temples of trade and their temples of worship; their factories and their colleges; their railroads and steamships, and their institutions of benevolence and charity. While they have tilled their lands and developed the resources of their state, the culture of the heart and brain has kept even pace; industry and effort have defeated idleness and dissipation; achievement and success have developed contentment and happiness; a prodigal, generous soil, with its teeming products, has inspired a sentiment of cordial hospitality and kindness; to an innate sense of honor and principle they have added the graces of humanity and philanthropy; to intelligence, refinement; and to life, its amenities and courtesies. Proud they are of their state, and well they may be. Ten years ago it imported its breadstuffs; to-day its surplus will feed an empire, and is distributed among nations. Here, at the remotest point in stretch of distance and lapse of time, they have possessed the land which the Prophet saw and blessed. 'A land of brooks, of water, and fountains that spring out of valleys and hills; a land of wheat and barley, of vines, of figs and pomegranates; a land of oil, olive, and honey; a land wherein thou shalt eat bread without scarceness. Thou shalt want nothing in it—a land whose stones are iron and from whose hills thou mayest dig brass.'"

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MEMORIAL

OF

THOMAS H. DOWLING,

AND

ACCOMPANYING PAPERS

IN REGARD TO HIS

Claim to the Island of Yerba Buena,

IN THE

HARBOR OF SAN FRANCISCO, CALIFORNIA.

Printed by W. H. Moore, 484 11th street, Washington, D. C.

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CLAIM TO THE ISLAND OF YERBA BUENA.

To the Hon. the Congress of the United States:

Your memorialist, Thomas H. Dowling, would respectfully represent unto your honorable body that he is a citizen of the State of California, and had for many years prior to the year 1867 resided on the Island of Yerba Buena; that he does verily believe that he is the rightful owner and possessor of the equitable title to said Island. He claims to have derived his said title as follows:

That as early as the year 1833 one Gorham H. Nye, then a resident of the Department of California, entered upon said Island and took possession thereof, with the intention and purpose of residing thereon. This intention and occupancy of the Island being made known to the then Departmental Governor of California, he caused to be given to said Nye a licence or permit to occupy, use, and to cultivate said Island with a view of acquiring a title thereto, under the pre-emption and settlement laws then in force in the then Department of California. Said Island is situated in the Bay of San Francisco, distant about one and one-half miles from the city of San Francisco. It contains about one hundred and forty-four acres. Said Nye continued to reside on said Island from the time he first entered thereon until the 10th day of July, 1849, at which time your memorialist purchased and entered into the possession of said Island under said Nye. The original purchase from Nye having been by verbal agreement, the same was not reduced to writing and recorded until the 23d of December, 1864. During the whole period of Nye's residence on said Island he used, improved, occupied, and controlled the same, and manifested his possession thereof by all such acts of ownership as usually characterize an open and notorious occupancy and possession.

Your memorialist would state that he made the purchase of said Island from Nye in the best of faith, honestly believing that he was acquiring a good title to the same. Nye's possession was peaceable, continuous, uninterrupted, and adverse to all the world. It was visible, notorious, and evidenced by improvements of various kinds. With all these evidences of right, with no one to question the same, your memorialist felt the greatest confidence that he was obtaining a good title. The Mexican government was content to acquiesce in Nye's right from the year 1833 until the result of the war dissevered her empire. Nye's right was regularly transmitted to your memorialist, and was acquiesced in by the government of the U. States up to the year 1867, at which time your memorialist was ejected by military force. The possession was continuous and unbroken in Nye and your memorialist from 1833 until 1867, a period of nearly forty years. In the mean time your memorialist, on the faith of his right, proceeded to bestow his labor and expend his money in the erection of such lasting and valuable improvements as he considered would add to the permanent value of the Island. It would be too tedious to enumerate in detail the various improvements which were put upon said Island by both Nye and your memorialist. They consisted of wharves, houses, fences, out-houses, and all such improvements as were calculated to enhance the value of the property.

He also redeemed from the water at least two-and-a-half acres of land, at the cost of a vast amount of labor and money. While Nye was on the Island he was engaged in the purchase, sale, and shipment of hides from the same; he kept a large number of sheep and goats. He made a harbor for his own vessels engaged in the trade. The Government of the United States, through its officers, Major Tower and Admiral Farragut, recognized your memorialist's right by purchasing rock from him to build Fort Alcatras, and for the construction of the Navy Yard and dry dock at Mare Island. In addition to the evidences of title thus furnished by the long, continuous, and unbroken possession, the various improvements made, the vast labor and expense incurred, your memorialist encountered multiplied difficulties, trouble, and danger in defending the possession of said island against intruders, interlopers, and pretended claimants. He had to contend against force and violence, often at the peril of his life, and also prosecute and defend many suits in order to protect his Island, as will be seen by the proof. Indeed he could scarcely estimate the amount of money it has cost him to protect and defend his right to the Island. He only knows that to take it away from him now, without compensation, would injure him to the extent of several millions of dollars. He has spent the prime of his life, greatly impaired his health, lost a portion of his family in his efforts to protect and improve the Island, and to take it away from him now, without compensation, would leave him in abject poverty, and hopeless pecuniary ruin. He therefore appeals to the representatives of his Government, to which he has always been true and loyal, to meet out to him that measure of relief which is, in equity and good conscience, due to the merits of his claims. And he prays your honorable body to examine carefully the evidence and proofs and the law, upon which he relies in support of his claim.

(Signed,) THOS. H. DOWLING.

City of Washington,
District of Columbia, *ss:*

Before me, Nicholas Callan, a notary public, within and for the city and district aforesaid, this 11th day of December, A. D. 1869, personally appeared Thomas H. Dowling, who being duly sworn, deposes and says, that the facts stated in the foregoing petition, so far as related from his own personal knowledge, are true, and so far as related upon the information of others, he believes to be true.

[SEAL.] N. CALLAN,
Notary Public.

San Francisco, Cal.,
October 23, 1863.

The claim of Pollack *et al.* for Yerba Buena Island was defeated mainly, I believe, through the energetic exertions of Mr. Dowling in procuring witnesses and adducing evidence to expose the very well-contrived frauds on which it was based. Mr. Dowling was understood to have been in possession of the Island for a considerable time. The precise nature of the assistance rendered to the District Attorney, and the expenses, if any, incurred by him, are of course better known to those officers than to myself.

I consider that he has rendered an important service to the Government; and as he, unlike other settlers on lands fraudulently claimed under Mexican grants, has derived no personal advantage from his efforts, his claim would seem to be entitled to favorable consideration.

OGDEN HOFFMAN,
U. S. District Judge.

Letter of Governor Haight.

I concur in the foregoing remarks of Judge Hoffman.
H. H. HAIGHT.

Hon. Andrew Johnson,
President of the United States, Washington, D. C.

Sir: Mr. Thomas Dowling will proceed hence to Washington, D. C., to solicit of the Government a recognition of the valuable services rendered by him in defence of Yerba Buena Island against the fraudulent claims which have been asserted thereto. His time, energies, and money have been devoted to this object for the past fifteen years, and after having defeated the claims referred to, he was finally himself turned out of possession by the military authorities, completely impoverished in fortune, and without the slightest recognition or compensation for those fifteen years of devoted services to the Government, without which the Island would in all probability have been confirmed to the grantee under the fraudulent grant derived from Alvarado. Those services were rendered in part when I was the Attorney of the United States, and were continued under my successor until complete success attested their value in the defeat of the fraudulent grant. The records of the United States courts establish conclusively the importance of Mr. Dowling's services, and I have no doubt the distinguished Judge of the United States District Court would cheerfully accord to him all the merit he claims therefor. Mr. Dowling was for many years the sole occupant of the Island, made valuable improvements thereon, and reclaimed from the tide-water about two and one-half acres of land, which have thereby been added to the area of the Island. His title to this can hardly be questioned, and yet the military have ejected him from it, or refuse to allow him, as I am informed, quiet possession thereof. Assuming (what is believed to be true) that Mr. Dowling's money and services defeated the fraudulent grants, and established the Government title thereto, it seems to follow as an equitable sequence that he should be adequately compensated.

Very respectfully,

S. W. INGE,
Late U. S. Dist. Att'y for California.

The above facts are true, as the claim for the Island was defeated in the United States District court while I was United States District Attorney.

WM. BLANDING,
Late U. S. Dist. Att'y for California.

Letter of Gen. John A. Sutter.

WASHINGTON, D. C., *Jan.* 2, 1868.

Gen. U. S. GRANT,
Secretary of War ad interim.

SIR: I have the honor to say to you, at the request of the Hon. J. W. McCorkle, that I have personally known Capt. G. H. Nye, of California, and have been his guest; that from 1839 said Nye claimed the Island of the Yerba Buena as his property, and resided upon it. As to his title beyond possession and occupation I know nothing.

I have the honor to be, very respectfully, your obedient servant,

J. A. SUTTER.

Statement of Capt. Robert Haley.

The affiant, Robert W. Haley, being duly sworn, deposes and says: That prior to the year 1847 he knew Gorham H. Nye as the possessor and occupant of the Island of Yerba Buena, in the bay of San Francisco; that said Nye was engaged in the purchase and shipment of hides and tallow; that said Nye resided on the Island, and had his family there, and deponent has been a guest of his prior to 1849; that said deponent is informed and believes that said Nye sold his title and interest in and to said Island to Thomas H. Dowling, and that said Dowling has been in possession of said Island since 1849 to March last, when he was dispossessed by the United States military forces; that said Dowling has expended at least two hundred thousand dollars in the improvement of said Island, and in equity and justice should be restored to the possession of the Island, except so much as may be required for military purposes.

ROBERT W. HALEY.

War Department,
Washington City, January 4, 1868.

Sir: I have the honor to send herewith a report of the Chief of Engineers, dated December 20, 1867, respecting the relinquishment by the United States of title to Yerba Buena Island, in California, to a Railroad Company, a bill of which has been introduced in the House of Representatives.

Very respectfully, your obedient servant,
U. S. GRANT,
Secretary of War ad interim.

Hon. Henry Wilson,
Chairman of the Military Committee, U. S. Senate.

Report of Gen. James A. Hardie concerning the Island of Yerba Buena.

Yerba Buena Island lies immediately in front of the city of San Francisco, California, distant from it a mile and a half. It has an extent of about one hundred and forty-four (144) acres. The title resides in the United States. The Island of Yerba Buena, with all the other public lands of the Republic of Mexico, passed to the proprietorship of the United States by conquest during the war with Mexico, and then by treaty. The United States has never alienated its title. On the 6th of November, 1850, the Island was formally reserved for public uses by the President of the United States. July 1, 1864, through act of Congress, the United States relinquished to the city of San Francisco all its lands within the city limits except such as were or had been occupied for military or other purposes. Yerba Buena Island is a part of the county of San Francisco, the city and county having the same boundaries. The same act of July 1, 1864, provides that such sites or parcels of land as may be designated by the President of the United States within one year after the rendition to the General Land Office of the plat of the city, be excepted from the transfer. Upon application to the Commissioner of the General Land Office to be informed if the plat had been received at his office, I have found that it has never been received there. On the 12th of October, 1866, the President directed the Secretary of the Interior to except and reserve the Island of Yerba Buena from the relinquishment of ground to the city of San Francisco, authorized by the act of July 1, 1864. This completes the title.

Occupancy by the United States.

The United States had made no use of its title to the Island until 1863, when preparations were made on the Island for the erection of batteries under the direction of Genl. De Russey, for the defence of the harbor, for protection against possible menace from the fleet of the foreign power then invading Mexico, and against Rebel cruisers. They amounted to but little, however, the batteries being transferred elsewhere. In the spring of 1867, the United States military authorities assumed exclusive possession of the Island, ejecting there from some civilians, employees and other persons holding occupation under the claim of Thomas H. Dowling. Dowling had resided on the Island from July, 1849, up to his ejectment. He purchased (for $500) the interest in the title of one G. H. Nye, who claims to have occupied the Island from 1835 to 1849. It is within my own recollection that in the years 1847 and 1848, Nye had goats on the Island, and perhaps sheep. It appears from the files of the Engineer Department, that in an endorsement upon a letter dated August 30, 1866, from the United States Attorney (Delos Lake) of the Northern District of California to Genl. J. McDowell, commanding the Department of California, Genl. H. W. Halleck, commanding military division of the Pacific, remarked : It (Yerba Buena Island) cannot now be occupied by the United

States, without employment of force, or the institution of legal proceedings to oust the squatters. Genl. McDowell has been unwilling to employ force without the order of the War Department, as it would inevitably subject him to suits and prosecutions, and the District Attorney would be willing to institute legal proceedings without being duly instructed to do so. Genl. McDowell, however, took military possession of the Island, as he reports, on the 8th of April, 1867, under orders from the War Department to do so. He further reports that he was notified that legal proceedings would be instituted against him by one Emil Grisar, claimant of a lot on Black Point, a suit which would involve the question of the title of the United States to all the military reservations in the harbor of San Francisco, (except Lime Point,) and including Yerba Buena Island. He added that he had placed the defence in the hands of the District Attorney, Mr. Lake. Upon the recommendation of the Chief of Engineers, Genl. McDowell's proceedings were approved. Grisar sued McDowell in the Circuit Court of the United States in California, without success. Upon a writ of error the case was removed to the Supreme Court of the United States, where it now lies. The Attorney General has been requested by the Secretary of War ad interim within a few weeks to cause the case to receive the earliest action of that body practicable.

Occupation of Thomas H. Dowling.

The facts concerning Dowling's possession are the following. In 1835, the Island, being then part of the Mexican national domain and unoccupied, the Department or Provencial Governor gave permission to G. H. Nye to locate himself upon the Island. It is not contended by the claimant that there was valid transfer of the national title at that time to Nye. Nye, it appears, continued in possession fourteen (14) years, using the property a portion of the time, almost all of it, as a farm for sheep and goats, &c.

and as a depot for hides and tallow. The amount of money expended by Nye on the property was inconsiderable.

Dowling upon taking possession of his purchase in July, 1849, put some stock upon the farm and built some warehouses, wharves, and dwelling-houses; he also constructed (4) four ways for hauling vessels out to be repaired; he also added to the Island about two and a half (2½) acres of land by excavation from the banks and filling into the water, erected fencing, &c., and put fifty acres under cultivation. Dowling claims to have expended one hundred and fifty thousand dollars, ($150,000), and states that he expended this money in the full conviction that he would not be disturbed in his possession by the United States. While he has no legal title to the property, the circumstances make his case one of hardship. Twice did he assist in defending the title of the United States against fraudulent claimants, (Pollack, &c., and Limantour,) before the courts. This is amply testified to. He claims to have expended in these suits thirty-five thousand ($35,000) dollars. Mr. Dowling asked of the Secretary of War ad interim now to restore to him the possession of such portions of the Island as are not needed for military purposes, and that the United States relax its reservation of such portions, so that he may avail himself of the privilege of pre-emption to that much. He states that he was informed by General McDowell that only ten acres would be needed for Government purposes. The Chief Engineer, however, on the 17th of October, 1867, in relation to the application of the Yerba Buena Railroad Company, to construct a Railroad upon the Island of Yerba Buena, reports that the Island is of importance to the defence of the harbor of San Francisco, and that the possession of the whole Island is necessary for this object. It does not appear, therefore, that any relief can be administered by the War Department to Mr. Dowling, and he must be referred to Congress. Upon the merits of the case it is not doubted that

that body would provide means of fixing a just measure of indemnification of the losses Mr. Dowling has sustained. The Terminal Pacific Railway Company memorialized Congress to grant to its Company for depot grounds, and wharves, &c., such portions of the Island of Yerba Buena as may not be required for military purposes, and it is understood that a bill for the cession has been introduced in the House. The question of the title of the United States to all the public reservations in San Francisco harbor (except Lime Point) is now before the Supreme Court for final determination, and the early decision of that Court may be expected. It would seem to be naturally suggested that delay in legislative action should at least be had until the issue of the suit is known.

JAS. A. HARDIE,
Brevet Major General.

JAN. 6TH, 1868.

GORHAM H. NYE
TO
THOMAS H. DOWLING. } DEED.

Said Nye doth remise, release, and quit claim all his right, title, and interest in and to all that piece of land known as Yerba Buena Island, in the Bay of San Francisco, about two miles easterly of the Custom-House in the City of San Francisco, containing one hundred and sixty acres, more or less. Acknowledged December 23d, 1864, before G. T. Knox, Notary Public; recorded December 23d, 1864, liber 209 of deeds, page 116, in records of San Francisco County.

WASHINGTON CITY, D. C.,
April 26*th*, 1868.

The affiant, Major Edward McGowan, states that he is well acquainted with Thomas H. Dowling, who claims to have title, and to be the owner of what is known as Yerba Buena or Goat Island, situated on the Pacific coast, distant about one-and-a-half miles from San Francisco, State of California. The affiant further states, that he was an acting justice of the peace in the city of San Francisco and State aforesaid, for near the term of two years, commencing in the year 1850; that about the year 1850 he knew the said Dowling to have been residing on the said island with his family, having stock of various kinds thereon, cultivating ground upon it, claiming it as his own, and exercising all such acts of ownership as usually indicate full and undisputed possession of farms, or any description of lands. The affiant thinks that it was in the year 1850 that a suit of forcible entry and detainer was tried before him as justice of the peace as aforesaid, in which said Dowling was plaintiff, and a person, whose name is not now remembered by affiant, was defendant, and who had entered upon some portion of the land of said island, and against the will of said Dowling, and without right, as he contended. The evidence was heard before a jury, and the case submitted to them, and a verdict was rendered in favor of said Dowling, and a judgment rendered awarding him possession of the disputed ground. The affiant continued to reside on the Pacific coast until 1859, residing in the city of San Francisco until June, 1856. During all the time that the affiant resided in said city he had ample means of knowledge in regard to said island and the persons in possession thereof, having been commissioner of emigrants, and spent much time near the island; and during the whole period before mentioned, the said Dowling, and those who claimed under him as his tenants, had the actual possession of said island, and, in some instances, efforts were made by different persons, by suits or otherwise, to disturb said Dowling's title, or get from him portions of said island; but, in every instance, he was successful and maintained his possession, and always claimed said island up to the period when the affiant left said city and ceased to have personal knowledge of said island.

EDW. McGOWAN.

Sworn and subscribed before me this 2d day of May, A. D. 1868.

[SEAL.]

N. CALLAN,
Notary Public.

UNITED STATES OF AMERICA,
District and State of California,
City and County of San Francisco:

John Tripp, being duly sworn, deposes that he had been a resident of the city and county of San Francisco, State of California, for over six years last past; that he is acquainted with Captain Thomas H. Dowling, of the said city and county; has been acquainted with him for about five years last past; that he knows the island which is sometimes called Goat Island, and sometimes called Yerba Buena Island; said Island lies in the bay of San Francisco, about two miles easterly from the front of the city of San Francisco.

Deponent worked on said island for a tenant of said Dowling nearly five years ago; that deponent worked there over twelve months superintending the workmen of said tenant.

Deponent knows that of the tide lands adjoining upon and connected with said island, said Dowling filled up and made dry land of about from two-and-a-half to three acres, which is a valuable improvement; that the cost of said filling up of said tide lands would be about two hundred and fifty thousand dollars.

That deponent would not take the job to fill in one acre there for less than one hundred thousand dollars ($100,000.)

Deponent knew that said Dowling had other improvements on said Island, such as several houses and out-houses, and cultivated lands.

That afterwards, to wit, in the year 1866 deponent did other work on said Island, making an embankment; deponent was there engaged by said Dowling as superintendent on said work.

Deponent says, that, in his judgment, said Dowling has lost over one million of dollars by being expelled from said Island.

JOHN TRIPP.

Subscribed and sworn to before me this 10th day of November, A. D. 1868.

H. F. LARDNER,
Com'r U. S. Court. Dist. of Cal'a.

State and District of California,
City and County of San Francisco, ss:

Paula Valencia, being duly sworn, deposes and says:

Question. Did you know Gorham H. Nye?

Answer. Yes; many years ago before I was married, which was between thirty and forty years ago when he was captain of a trading vessel.

Q. Where did he live after he left his vessel?

A. After he left his vessel he lived part of the time in Yerba Buena, and part of the time on Yerba Buena Island, where he had a party of Kanakas and goats; I often stopped at the Island in crossing the bay.

Q. How long did he live on the Island, so far as you know?

A. He commenced to live there in the year 1833 or 1834, and the reason why we used to stop at the Island was that there was breakers on the beach at Yerba Buena, so that it was smoother for the launch at the Island.

Q. How late a date do you remember the captain living on the island?

A. I do not know certain; I was living at the Mission Dalores, and only saw the captain when he visited me at the mission.

Q. Is this Yerba Buena the island formerly occupied by Captain Nye?

A. Yes, it is the same island; but after he put goats on it we used to call it Goat Island, and is the same Island now claimed by Captain Thomas H. Dowling.

PAULA VALENCIA. [SEAL.]

Subscribed and sworn to before me this 24th day of September, 1868.

H. F. LARDNER,
United States Commissioner.

UNITED STATES OF AMERICA, }
District and State of California, } *ss.*

Terivio Tanferan, being duly sworn, deposes and says: That he has been a resident of the State of California ever since the year of our Lord 1840; that his residence from said year 1840 to the present time has been in what is now called the city and county of San Francisco, it being the same which was formerly called and known by the name of Yerba Buena.

That ever since said year 1840 he has been acquainted with the Island formerly (and now sometimes) called Yerba Buena Island, which Island of late has sometimes been called Goat Island, which Island lies in the Bay of San Francisco, about two miles to the eastward of the city front of said city of San Francisco.

That deponent was acquainted with Captain Gorham H. Nye as long ago as the year 1840. Said Nye was then the commander of the brig Bolivar. Said Nye was in the year

1841 (and perhaps earlier) occupying said Yerba Buena Island.

The said Nye continued to occupy said Island, and had the sole possession thereof from the year 1841 (and perhaps still further back) until he sold the right which he held then to Captain Thomas H. Dowling, which sale was about the years 1849, 1850, 1851, or 1852; deponent cannot recollect exactly as to the year, but does recollect that soon after said Nye completed said sale to said Dowling, and placed said Dowling in possession of said Island, he, the said Nye, came to deponent's house and resided with deponent for sometime.

The said Captain Nye was the man who introduced said Captain Thomas H. Dowling to deponent about the year 1849 or 1850.

Deponent knows that said Dowling occupied said Island from the time said Nye placed him in possession thereof as aforesaid for several years thereafter, but does not know whether or not he still continues to occupy said Island, though he heard that the United States troops recently expelled him therefrom.

[SEAL.] TERIVIO TANFERAN.

Subscribed and sworn to before me this 10th day of November, A. D. 1868.

H. F. LARDNER,
U. S. Com'r.

State of California, }
City and County of San Francisco, } *ss.*

Charles A. Howard, being duly sworn, doth depose and say: That deponent has been living in Yerba Buena and its successor, San Francisco, California, ever since the year 1846; that he, deponent, in 1847, on various occasions went to shoot goats on a certain Island in the bay and harbor of San Francisco, called the Goat Island; that deponent was ordered away by one Gorham H. Nye, said Nye stating to deponent that he, Nye, was the owner of said Island, and the goats were his, Nye's, property.

That he, deponent, knows that Thomas H. Dowling did reside upon said Island in the year 1849, and he, Dowling, had possession thereof, and deponent was then informed by said Dowling that he, Dowling, had acquired the title thereto by purchase from said Nye.

Deponent further says that since the year 1849 he, deponent, has visited said Island on several occasions, and has found considerable improvements made thereon.

CHARLES A. HOWARD.

Subscribed and sworn to before me this 7th day of September, A. D. 1868.

[SEAL.] E. V. SUTTER,
Notary Public.

STATE OF CALIFORNIA,
City and County of San Franaisco. } *ss.*

W. F. Swasey, being duly sworn by me, Samuel Hermann, a Notary Public in and for said city and county, duly commissioned and sworn, deposeth and saith on oath as follows:

I arrived in Yerba Buena (now the city of San Francisco, in the State aforesaid) in the month of December, in the year 1845, and was immediately engaged by Captain W. A. Leidesdorff, Vice Consul for the United States, as his clerical assistant. At that time I was intimately acquainted with Captain G. H. Nye, and knew that he held possession of the Island of Yerba Buena (as it was generally and notoriously understood) under a permit from the Mexican Government. He had a house and corral on the Island, and also quite a number of sheep and goats. He also used it for the purpose of drying and salting bullock hides, and as a general repository for the hides and tallow purchased by him throughout California. His right to the possession of the Island was unquestioned and undisputed, and I do most sincerely believe that under the Mexican Government, that right would have been respected for ever. It certainly was respected and considered his absolute property by the people generally in California at that time.

I also knew that Thomas H. Dowling purchased and went into possession of the Island in 1849, and has held almost continuous possession of the property up to the present time.

It is in my opinion the only natural and geogrophical terminus and depot, not only for the Pacific Railroad, but for the commerce between Japan, China, the Indias, and the continent of North America. Its importance to the commerce of this continent will in my judgment for ever inhibit its being dedicated to purposes of harbor defences and fortifications, especially as San Francisco is amply and sufficiently protected by the fortifications of other points in the harbor, already erected. Its value for the purpose of trade and commerce may be computed at millions.

In faith whereof, he hereunto subscribed his name.

W. F. SWASEY.

Subscribed and sworn to this 13th day of November, A. D. 1868, before me.

[SEAL.] SAML. HERMAUN,
Notary Public.

WASHINGTON, D. C.,
December 11, 1869.

Thomas H. Dowling states, that among the multiplied troubles and difficulties which he encountered in connection with his efforts to protect his Island, and to testify his devotion to the interests of the Government to which he looked for protection, he met with one more deeply afflicting than language can portray. This was the loss of his eldest son, (then in his twenty-first year,) under the following circumstances:

About June, 1859, while the affiant had possession of, and was residing on his Island, a Government boat in use at the Navy Yard at Mare Island, broke away from its fastning and floated out into the bay, and was about to be lost. His son on discovering its condition immediately procured a small boat and went to the rescue of the boat. After struggling with the water for a whole afternoon and night, succeeded in saving the boat, but in the mean time his own little craft had floated away from the boat, and he attempted to reach it by swimming. In this effort he encountered a sudden and heavy breeze which ruffled the waters and beat against him, overwhelmed him, and he was buried in a watery grave.

This indeed was not the only occasion on which he and his sons perilled their lives in similar services. On many occasions they went under the most trying and dangerous circumstances to the rescue of persons, who by accident got thrown into the water adjacent to the Island. And often did they save many valuable lives when there was no other arm or eye in sight to pity or to save. The affiant states that he does not feel that it would be proper for him to undertake a detailed history of his troubles and sufferings in connection with the Island, since it would require volumes to contain it.

He can only say that the whole value of the Island would be but a poor compensation for what he has endured in connection with it and its surroundings.

THOS. H. DOWLING.

Sworn to before me, a Notary Public for Washington City, this 11th day of December, 1869, by Thomas H. Dowling.

[SEAL.]

JNO. H. McCUTCHEN,
Notary Public.

[Copy of Record.]

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT.

JOHN V. WATSON, *Plaintiff*,
vs.
THOMAS H. DOWLING, *Defendant.*

STATE OF CALIFORNIA,
City and County of San Francisco, ss:

The above named plaintiff, a resident of said city and county of San Francisco, complains of the said defendant, a resident of the same place, and for cause of complaint says:

That heretofore, to wit, on the 16th day of November, A. D. 1858, the said plaintiff was, and for a long time prior thereto, at said city and county, had been seized, possessed, and the owner of the following tract or parcel of land, situate, lying, and being in said city and county of San Francisco, and bounded and described as follows, to wit: Being a portion of the Island of Yerba Buena, commencing from a stake in the eastern sand beach known as Jenning's Stake or boundary; thence running in a northwesterly direction, eighteen chains to a stake, in the western side of said Island, known as Jennings' Stake; thence bounded on the northwest, west, south, and east, to the place of beginning by the low water mark on the beach of said Island, containing one hundred and three acres and three roods. And the said plaintiff, from the day and year last aforesaid, has been, and now is, the owner of all and singular the said premises, and entitled to the possession thereof. And said plaintiff being then and there seized and possessed of said tract or parcel of land as aforesaid, the said defendant afterwards, to wit, on the 28th day of January, A. D. 1859, unlawfully entered into and upon said premises, and with force and arms ejected therefrom the said plaintiff, and the said defendant has ever since wrongfully and unlawfully withheld, and now wrongfully and unlawfully withholds the possession of said premises from the said plaintiff, to the great damage of said plaintiff, to wit, in the sum of two thousand dollars. And plaintiff, for another and further cause of action against said defendant, says that said defendant heretofore, to wit, on the day and year, and at the place aforesaid, with force and arms and violence, broke and entered that certain message and premises of the said plaintiff, being the same in the first count of this complaint described, situate in the said city and county of San Francisco, and ejected, expelled, put out, and amoved the said plaintiff from his possession and occupation thereof, and kept and continued him so expelled and amoved for a long space of time, to wit, from the day and year aforesaid hitherto, and still keeps the said plaintiff so expelled, put out, and amoved ; and during all that time the said defendant took, and had, and received to the use of him, the said defendant, all the issues and profits of said tenements and premises, being of great monthly value, to wit, of the monthly value of two hundred dollars, whereby the said plaintiff, during all the time aforesaid, not only lost the issues and profits of said land, tenements, and premises, with the appurtenances, but was deprived of the use and occupation of the same to the damage of the plaintiff in the sum of two thousand dollars.

Wherefore the plaintiff brings this suit, and prays that he may have and recover from the said defendant the said premises, and the possession thereof, and his damages aforesaid for the withholding thereof, to wit, the sum of two thousand dollars, and also his costs in this behalf sustained.

McDOUGALL & SHARP,
Plaintiff's Attorneys.

State of California,
City and County of San Fancisco, ss:

Jno. V. Wattson, of lawful age, being duly sworn, deposes and says: that he is the plaintiff in the above entitled action; that the foregoing complaint is true of his own knowledge except as to the matter which are therein stated on information and belief, and as to those matters, that he believes it to be true.

JNO. V. WATTSON.

Subscribed and sworn to before me, this 5th day of May, A. D. 1859.

J. B. McMINN,
Deputy Clerk.

("Endorsed:") "Complaint;" filed May 5th, 1859; Wm. Duer, Clerk, per. Beverly C. Ouer, D. C.

OF THE STATE OF CALIFORNIA,
In and for the City and County of San Francisco.

JOHN V. WATTSON, *Pl'tf.* *vs.* THOMAS H. DOWLING, *Df't.*	Action brought in the District Court of the Fourth Judicial District of the State of California, in and for the City and County of San Francisco, and the complaint filed in said City and County of San Francisco, in the office of the Clerk of said District Court.

The people of the State of California send greeting to Thomas H. Dowling, Defendant:

You are hereby required to appear in an action brought against you by the above named plaintiff, in the District Court of the Fourth Judicial District of the State of California, in and for the City and County of San Francisco, and to answer the complaint filed therein within ten days, (exclusive of the day of service) after the service on you of this summon, if served otherwise within this county; or if served out of this county, but in this district, within twenty days, otherwise, within forty days, or judgment by default will be taken against you according to the prayer of said complaint. The said action is brought to recover a judgment in favor of said plaintiff against you for the possession of certain premises claimed by the plaintiff, and alleged to be wrongfully withheld by defendant; together with the sum of two thousand dollars damages, for such detention and for costs of suit, as particularly set out in plaintiff's complaint .And you are hereby notified, that if you fail to appear and answer the said complaint as above required, the said plaintiff will apply to the court for the relief demanded in his said complaint.

Given under my hand, and the seal of District Court of the Fourth Judicial District for the State of California, in and for the city and county of San Francisco, this 5th day of May, in the year of our Lord one thousand eight hundred and fifty-nine.

[SEAL.] WM. DUER, *Clerk.*
By CHAS. S. CAPP, *Dep'y Clerk.*

Indorsement on summons.

Office of the Sheriff of the City and County of San Francisco.

I hereby certify that I received the within summons on the 6th day of May, A. D. 1859, and personally served the same on the 14th day of May, A. D. 1859, upon Thomas H. Dowling, the within defendant, by delivering to the said defendant personally in the city and county of San Francisco a copy of said summons, attached to a certified copy of the complaint, dated San Francisco, this 14th day of May, A. D. 1859.

CHARLES DOANE, *Sheriff.*
By WM. H. SILVERTHORN, *Dp'y Sh'ff.*

IN THE DISTRICT COURT, FOURTH (4TH.) JUDICIAL DISTRICT.

JOHN V. WATTSON, *Pl'f.*,
vs.
THOMAS H. DOWLING, *Df't.*

The defendant comes, and for answer to the plaintiff's complaint shows:

1st. That he denies each and every allegation in the first count of the complaint.

2nd. That he denies each and every allegation in the second count of the complaint.

3d. That on the day of the seizure alleged in the complaint, to wit: the 16th day of November, A. D., 1858, and a long time prior thereto, the premises described therein were occupied and possessed by defendant with his family, as a homestead, of which plaintiff had due notice.

Wherefore, he demands judgment and his costs in this behalf expended.

WM. BLANDING,
Deft's Attorney.

STATE OF CALIFORNIA,
City and County of San Francisco:

Personally appeared before me, Thomas H. Dowling, and made oath that he is the defendant in this action; that the foregoing answer is true of his own knowledge, except as to the matters which are therein stated upon his information or belief, and as to those matters he believes it to be true.

THOMAS H. DOWLING.

Subscribed and sworn to before me this 21st of May, 1859.

J. B. McMINN,
Dep. County Clerk.

Endorsed: "Answer;" filed May 21st, 1859; Wm. Duer, clerk; Beverly C. Duer, dep. clerk.

In the District Court of the fourth judicial district of the State of California, in and for the city and county of San Francisco.

JOHN V. WATTSON *vs.* THOMAS H. DOWLING.	Judgment rendered July 15, 1859. Register No. 7,553.

This case came on regularly for trial in its order upon the calendar.

S. A. Sharp appeared as attorney for the plaintiff, and William Blanding for defendant.

The following persons, to wit: George Hager, S. A. Metcalf, S. Dick, J. A. Banks, J. S. Cole, R. Clark, J. Damon, E. Ellery, J. Daily, H. Doscher, C. Mercer, and T. J. Hall were duly empannelled, accepted, and sworn as a jury to try this cause; whereupon John McDougall, a witness for the plaintiff, and Charles H. Kohler and Edmund D. Cox, witnesses for the defendant, were duly sworn and examined, and after hearing the arguments of counsel for the respective parties and the charge of the court, the jury retired to deliberate upon their verdict, and subsequently returning into court, said they found for the defendant.

Wherefore, by virtue of the law, and by reason of the premises and verdict aforesaid, it is ordered, adjudged, and decreed, that John V. Wattson, plaintiff, do take nothing by this action as against said defendant, Thomas H. Dowling, but that said defendant, Thomas H. Dowling, do have and recover of and from John V. Wattson his costs and disbursements incurred in this action, amounting to the sum of fifty-nine and 50-100 dollars.

Judgment entered July 16, 1859.

In the District Court of the fourth judicial district of the State of California, in and for the city and county of San Francisco.

JOHN V. WATTSON, *Plaintiff*,
vs.
THOMAS H. DOWLING, *Defendant.* } No. 7,553.

I, Washington Bartlett, county clerk of the city and county of San Francisco and ex-officio clerk of the district court of the 4th judicial district of the State of California, in and for the city and county of San Francisco, do hereby certify the foregoing to be a full, true, and correct copy of the original judgment roll in the above entitled cause, which I have caused to be exemplified according to the act of Congress.

In witness whereof, I have hereunto set my hand and affixed the seal of said court this first day of July, A. D., 1869.

[SEAL.] WASHINGTON BARTLETT,
County Clerk and ex-officio Clerk of the District
Court of the Fourth Judicial District.

In the District Court of the 4th judicial district of the State of California, in and for the city and county of San Francisco.

JOHN V. WATTSON, *Pl'tff.*
vs.
THOMAS H. DOWLING, *D'ft.* } No. 7,553.

I, E. D. Sawyer, sole judge of the District Court of the 4th judicial district of the State of California, in and for the city and county of San Francisco, do hereby certify that said court is a court of record, having a clerk and seal.

That Washington Bartlett, who has signed the annexed attestation, is the duly elected and qualified county clerk of the city and county of San Francisco, and was at the time of signing said attestation ex-officio clerk of said district court.

That said signature is his genuine handwriting, and that all his official acts as such clerk are entitled to full faith and credit.

And I further certify that said attestation is in due form of law.

Witness my hand this 1st day of July, A. D. 1869.

E. D. SAWYER,

Judge of the District Court of the 4th Judicial District of the State of California, in and for the City and County of San Francisco.

Argument for Claimant.

It will be perceived, from the evidence before your honorable committee, Mr. Dowling, the claimant, and Mr. Nye, from whom he purchased and under whom he entered, had been in the continuous and unbroken possession of the Island from the year 1833, until the Government of the United States took forcible possession of the same in 1867.

We say continuous and unbroken possession, because every interruption or effort to molest him in the enjoyment thereof was promptly and successfully met and contested by Mr. Dowling, as will fully appear by an examination of the proof before your committee.

This is the character of possession which, in process of time, confers title. In our own country such is a universal principle, and was, at the time the Territory of California was acquired by the Government of the United States, by virtue of the treaty of "Guadaloupe Hidalgo," made and ratified in the year 1848. The same principle prevailed in Mexico and was in force in the department of California, within the territorial jurisdiction of which this little Island was embraced. This principle of title by possession, occupancy, and improvement varies in different places only with respect to length of time, and the extent and nature of the improvements. And whenever this principle has been modified it has been by the operation of local laws. Had this controversy arisen in almost any of the States in this Union, it would have required twenty years possession to give title to the occupant, as against one holding the elder grant or title. By the laws of Mexico, however, the case was different in one respect. In regard to their settlement laws, the Mexican "Nemo tempus occurit regis" did not apply.

In the department of California, it has been settled by the courts substantially, that where a person entered upon land, made a settlement and improvements with the intention of residing upon it, and continued thus to occupy for the period of ten years, such person acquired title. It will be seen in some of the decisions to which we will refer your committee in a subsequent part of this brief, that this principle has been thus recognized. More than fourteen (14) years had elapsed from the time that Nye entered on this Island until the making of the treaty of "Guadaloupe Hidalgo."

Now if Mr. Dowling and his vendor, Nye, had been in the continuous and uninterrupted possession of the Island, using and claiming it as their own for the period of ten full years, it was not only a sufficient occupancy to give Dowling title as against other claimants, but also as against the Mexican Government. It is not pretended that any formal grant was made by the Government of Mexico of this to Mr. Nye or to Mr. Dowling, but Mr. Nye took possession of the Island with the knowledge of the authorities of the department of California, and held and occupied without objection by them, and by the laws and regulations of the country at the time he acquired his right, and now asks the Government to protect him in the enjoyment of the same, which he conscientiously believes to be his own, in equity and good conscience. Every person residing on the territory acquired by the United States, by the treaty of "Guadaloupe Hidalgo," was protected not only by the terms of said treaty in the enjoyment of his private property, but in every other respect. Such was also the effect of the law of nations, and indeed the terms of said treaty was declaratory of what the law of nations was, and were so intended to be. So that the cession of the territory to the United States in no wise affected the right to private property, but each individual held the same according to the laws of the Government from which it was severed. And although no formal grant had been made of the Island in question to Mr. Dowling or his vendor, Nye, still, the possession thereof had continued in them so long as to confer the title, and it was equivalent to a contract on the part of the Mexican Government to make a title, and had the jurisdiction of the Island not been changed from one Government to the other, Mr. Dowling never would have been molested for a moment in the enjoyment of the same.

This he has a right to believe, from the fact that he and his vendor had held it for so long a time without complaint or disturbance on the part of the Mexican Government. It will be seen from the evidence before the committee, that the Government of the United States, after the treaty of "Guadaloupe Hidalgo," still recognized and respected Dowling's right. The Government agents purchased rock from his quarries on the Island. And it satisfactorily appears, that from the period of Nye's entry on the Island in 1833 up to the year 1867, both Governments acquiesced in the right and title of Dowling and his said vendor, Nye. Mr. Dowling especially finding that his title was not to be disturbed, was greatly encouraged to proceed with the erection of various kinds of improvements, and the expenditure of large sums of money, not doubting for a moment that those improvements would enure permanently to his own benefit.

If, however, any portion of said Island is required or demanded by the Government of the United States for any public use, Mr. Dowling does not propose to raise any question with the Government about the title, but simply to establish his right, in order that he may receive from the Government that just compensation for his private property which the Constitution of the United States guarantees to him.

In support of the propositions of law which he has asserted, we beg leave to call the attention of the committee to the authorities upon which we rely.

First. We direct the attention of the committee to the language of the 8th and 9th articles of the treaty of "Guadaloupe Hidalgo," which is found in the 9th Vol. of the Statutes at Large of the U. S., p. 922.

The provisions of this treaty not only recognize the principle that private property shall not be affected by reason of the transfer of the same from the jurisdiction of one Government to that of the other, but such was the manifest intention of the parties to it, and such the clear interpretation of its language. But so far as it regards the interpretation of said treaty: On this point we are not left to conjecture, or in doubt, for it has been judicially expounded by the courts of the United States.

In the Supreme Court of the State of California, at its July term, 1861, a decision was made in which the effect of the treaty on the private property of the persons who resided prior to said treaty on the territory acquired from Mexico was directly involved. It was decided by that court that private property was not affected or impaired in any respect, but that the owners thereof were protected both by the law of nations and the terms of the treaty in its full enjoyment, according to the laws of the Government from which it was severed. The case will be found in the 18th Vol. of the Supreme Court Reports of the State of California, and stands in the name of Techmacher and others against Thompson. In this case it will be seen that the whole doctrine of the treaty in regard to the *status* and property of the persons residing on the territory acquired is fully and ably discussed. The principles thus laid down in this case have not been departed from in any of the decisions of the Supreme Court of the United States, but harmonize perfectly in every instance with them.

Without trespassing upon the labor and patience of the committee by a citation of numerous authorities, we select one prominent case, announcing the principles which are now settled as the established interpretation of the law governing all cases similar to the one under consideration.

The case is The United States against Moreno, reported in the first volume of Wallace's Supreme Court Reports, on page 400. We quote from that opinion the following statement of the principles announced in the decision: "The cession of California to the United States did not impair the rights of private property. These rights were consecrated by the law of nations, and protected by the treaty of 'Guadaloupe Hidalgo.' The act of Congress of March 3, 1851, to ascertain and settle private land claims in the State of California, was passed to assure to the inhabitants of the ceded territory the benefits of the rights thus secured to them. It recognized both legal and equitable rights, and should be administered in a liberal spirit."

The principle is peculiarly applicable to the circumstances under which Mr. Dowling claims this island, for he not only bestowed a large amount of labor and means upon its improvement, but successfully resisted numerous efforts made by suits and otherwise by different persons to divest him of his possession and of his rights.

All the decisions of the Supreme Court of the United States on this subject are substantially in conformity with the foregoing opinion, and hence we have not thought proper to refer to them more particularly. But "Mr. Dowling is not left to rest his claim upon the general principles announced by the Supreme Court in these opinions, but has authority more directly in point. His rights has been determined in more than one instance in the Courts in California."

We will refer the committee to two instances; one in the case of Hall against Dowling, reported in the eighteenth volume of the California Supreme Court Reports, on page 619. This was an action of ejectment, which, although a possessory action, has in almost all the States superseded the old proceeding by writ of right, and puts in issue and tries title.

It will be seen by an examination of this case, that the plaintiff, Hall, relied upon his alleged prior possession, and also a deed derived from a tax sale. Dowling, however, succeeded, as will be seen. Another case reported in same book in the name of Pollack and others against Dowling and others, also involved a question of title, though rather incidentally than directly; yet from that case it will be seen that the United States parted with their title by conveyance through the Commissioners appointed under the act of Congress of 1851, to ascertain and settle private land claims in the State of California. And whether that case might or not be regarded as conclusive between the parties in a subsequent suit involving directly the title, still there is one thing which is conclusively shown by it, and that is, that the Government of the United States has no title to the Island.

It appears to us, upon a fair and impartial examination of all the facts connected with this Island, that the Government cannot for a moment ignore Mr. Dowling's right to the possession of the Island or just compensation for it, together with a fair remuneration for the money expended in improving the Island, enhancing its value and protecting it against intruders.

We might multiply authorities innumerable in support of the claim of Mr. Dowling based upon his long possession, use and various acts of ownership of said Island, and there is no instance in which our Courts have not respected the equitable rights of persons growing out of such possession. In addition to the authorities already cited, I will refer your honorable body to some other recent adjudications of the Supreme Court of the United States bearing on the question in 1st Wallace's Supreme Court Reports, in the case of the United State vs. Auguisola. The Court say, page 352 :

The tribunal of the United States in passing upon the rights of the inhabitants of California to the property they claim under grants from the Spanish and Mexican Government, must be governed by the stipulations of the treaty, the law of nations, the laws, usages, and customs of the former Government, the principles of equity, and the decisions of the Supreme Court, so far as they are applicable. They are not required to exact a strict compliance with every legal formality. See also the United States against Johnson, 1st Wallace, page 326.

The United States, it will be seen, by the District Attorney for the State of California, on more occasions than one, stood by, as it were, and looked on while Mr. Dowling was defending suit after suit brought to recover the possession of the island by individuals, and never offered to interpose any claim on the part of the United States, or to assert any title in the United States to the island. No stronger case, it seems to us, could be presented for the interposition of Congress than the one made out by Mr. Dowling. Equity, justice, and good faith all required that he should be protected in his rights. His sweat for many long years has mingled with the very dust of the island. There he has seen a portion of his family grow up and die. From it he has looked out upon the adjacent city and beheld her lay aside the rustic garb of former days, and stand forth arrayed in all the splendor and magnificence of a queenly city. As the city grew in population, wealth, and grandeur, and asserted her claim to supremacy as the great commercial emporium for the trade of the East, the little island of Yerba Buena, instead of seeming to be valueless as a bed of floating moss upon the sea, at once sparkled like a great gem amid the waters of the magnificent harbor of San Francisco. Its great value, in a commercial point of view, is attractive alike to the proud ship that plows the stormy main, and to the iron horse that thunders over the railroad track.

If Mr. Dowling has thus become the humble recipient of a fortune in his equitable right to this precious Island, he doubts not but that he will be protected by your honorable body in the enjoyment of that fortune.

A REMEDY

FOR THE

Unequal Distribution of Land

AND

All Other Property.

A SUGGESTION TO LABOR UNIONS.

APPLICABLE ALSO

TO THE MERCHANTS AND MANUFACTURERS . . . .

. . OF CALIFORNIA.

BY

JOHN M. REYNOLDS.

SAN FRANCISCO, CAL.

8086

To The Members

OF THE

LABOR CONGRESS.

GENTLEMEN: On February 11 one of the morning papers prints the following editorial. It says: "At a time like this, when hundreds of thousands of willing and competent workers are unable to find employment, anything that is urged as a remedy is entitled to consideration. There is one fact that cannot be disputed. The distribution of the products of labor is defective. The accumulation of vast wealth by a few, and the abject poverty of so large a percentage of the workers, indicates a radical defect in the methods of government. The few have evidently had too much to say about the making of laws." After admitting (in the above sentences) that a wrong has been done to the producing classes, the remainder of the article is an argument against the single tax proposition. Since this single tax idea does not suit the editor, let us ask, What shall we do? It is admitted that a remedy must be devised for stopping the too great aggrandizement of wealth, and yet when any remedy is proposed, efforts are made to defeat it. Not only is the single tax condemned by the favored classes but also the income tax is fought most bitterly. Why? Because, as they say, "It is inquisitorial, obnoxious, and class legislation." Are not all revenue laws open to the same objections?

Instead of applying such loose phrases to the subject, their arguments would be more effective if they could show the injustice of the single tax or the income tax. Even if they try to dodge a discussion of the vital principles involved, the people will put the question to each other, "Is it wrong to tax the incomes of those who have grown wealthy under the protection of the laws?" Is it not really the most just principle of taxation to extract the revenues of the government mostly from those who can pay the tax without being materially injured in a financial sense? Have these large fortunes (which are now attacked by the income tax) not been acquired in a majority of cases through the special privileges granted to some individuals to conduct certain lines of business under the form of a company, permitting them to combine their resources in order to make money for themselves from the general public? Have these fortunes not in other instances been due to the governmental land grants, patent laws, street car privileges, gas and water and electrical monopolies which have been bestowed upon a certain set of men? And now can these same men consistently and justly say a tax is unwise and unfair because it aims at their surplus accumulations?

The public knows that the rich have heretofore escaped paying their just proportion of the taxes, and all journals and politicians will find that they are not in sympathy with the general public unless they help correct the abuses that have grown up under our past and present methods.

The one great organization which has been fighting for equality and justice against the overwhelming odds of capital and bad legislation, the one great movement which has been sustained so long, is that which has been carried forward by the labor unions, the Labor movement. The principle of this fight has been that those who did the work should receive a larger proportion of the benefits from this labor.

Even if the methods adopted by the labor unions have not always received the commendation of the public, the principle that labor should be better paid, that the toilers should reap more benefit from their work, has won the public heart, and the time is near at hand when the hopes of the most sanguine labor leaders will be realized. That mistakes have been made on the part of the unions must be acknowledged, but *the capitalists have made still greater errors by their unyielding and overreaching selfishness.* The general public, which is the jury before whom Labor's cause has been tried, is ready to decide the case, and there is no doubt about the result of the trial. *Labor has won.*

The only question at this date is as to which is the best means of carrying out the verdict of the nation. When the prominent dailies publish such sentiments as those quoted, that "the distribution of the products of labor is defective,'' and that ''the accumulations of vast wealth by a few and abject poverty of so large a percentage of the workers indicates a radical defect in the methods of government,'' this shows that labor has secured a powerful ally—the press.

The sentiments quoted are only one instance of many of a similar purport from other journals of both political parties, and the same tenor of expression is published all over the United States. Now, then, again, let us ask these editors, who profess so much sympathy for the cause of labor, What shall we do to remedy the defective system? It is certainly a very weak position if one admits an evil exists and yet proposes no remedy, and fights all remedies offered by anyone else. Let me exhort the labor unions to take courage from this half-hearted support, and to notice the ring of the following remarks in another prominent daily of January 28, 1893. Speaking of the income tax, the editor of the *Examiner* says:—

''The members of the New York Chamber of Commerce, who shudder at a uniform tax on all incomes of over $4,000 a year as 'socialistic,' will look back on this mild proposition in a few years as an expedient of ultra-conservatism, and will wonder how they could ever have been so fatuous as to reject it. Protectionists now would give a good deal for an opportunity to take the Mills bill, which they denounced in 1888 as a ruinous measure of 'British free trade.'

''When the income tax becomes a political issue, it will not be in a homeopathic, 2 per cent form. It will be in the shape of a graduated tax, increasing with increasing fortunes, and ultimately reaching a ratio sufficient to put bounds to accumulation. That is the extent to which the American people will be willing to go in the 'socialistic' direction that so alarms the capitalists of New York.

''The people do not agree with the opinion of the New York Chamber of Commerce that all the money needed to meet the national expenses should be raised by customs and excise taxes, falling almost exclusively upon the people of small means. That is 'class legislation' in its most odious form.

''We do not say that an income tax is necessarily the best way. Details are a matter for discussion and experiment. Such outrageous cases as that of the Astors would be most simply met and easily evaded by a heavy tax on ground rents, and this may eventually be found the best solution of the general problem. But what we do say is that the idea of limiting the growth of abnormal fortunes and the monopolization of the natural resources of the country is the one which will dominate the future politics of the United States. And the fight will not be exclusively a war of the poor against the rich, by any means. The possession of wealth does not necessarily benumb the conscience and dry up all human sympathy. It often has quite the contrary effect. There are millionaires in every city in America who will welcome the opportunity to make life easier for their fellows, and to bring the republic nearer to the model of a true democracy, even at some expense to themselves."

In that editorial you have displayed the judgment and advocacy of a powerful agent which welcomes the graduated Income Tax as one method which promises to accomplish the abolishment of the excessive accumulations of the few millionaires.

These expressions from two leading local papers of different political faiths are encouraging developments to Confederated Labor, and suggest to it a new plan of operation. The suggestion is this: Concentrate your strength upon legislative measures which will bring you the results you have been contending for. The press, pulpit, and educational institutions of the country are becoming more and more in sympathy with the masses, and any measure which can be devised for securing to Labor a greater share of its productiveness will receive the hearty support of a large majority of our people.

All laws which impose the principal burden of taxation on the wealthy and prosperous should be supported by all lovers of fairness. Decide upon the proper remedies and appoint and maintain at the halls of the Legislature and Congress an able committee, whose sole duty may be to secure the passage of the desired measure. In this way your strength, *which all politicians respect*, will be exerted to the best advantage and with its greatest force.

An example of a law which the labor unions can push through the State Legislature if they try is A GRADUATED LAND TAX. Let all land be classified into the proper divisions, as agricultural, grazing, mineral timber, swamp, and town property. Taking agricultural land as an example, let the principle of land taxation be that a man shall be taxed at a small rate on one square mile or less. If he possesses two square miles, let the rate of taxation be higher on the second square mile, and if he owns three square miles, let the assessment on the third be levied at a still higher rate, and so on.

This system would be sure to make it very unprofitable, and even impossible, for a man to hold such vast estates as are now controlled by some millionaires. of California. The whole State would rejoice in the breaking up of the vast land grants.

Merchants, manufacturers, laborers, and the majority of the farmers from Redding to San Diego, will join in an effort to rid our grand State of one of its greatest evils. Instead of these large tracts being the property of a few, they would become the homes of many families. The advantages of the division of the great land grants into small farms are so apparent as to need no further argument.

By taking up this question and pushing it, the Congress of Labor will do a great work. The effect would be to greatly increase the demand for labor to build, improve, and operate the many farms, and to supply the wants of a greatly increased population.

The same principle of taxation can be *applied to all property.* For example, relieve the small holders of business blocks by taxing them at the lowest rate, but tax out of sight the selfish animals who attempt to monopolize every fine corner lot in the town. *Be temperate in your demands. Give every man a chance to acquire a moderate fortune. Encourage the possession of enough property to support a large family in comfort*, but be aggressive and persevering in fighting (through the Legislature and Congress) these too great accumulations of wealth of all descriptions.

By adopting this course the labor organizations will do their members more material benefit than by any other. Labor is now taxed into poverty by these multi-millionaires who combine to rob everyone by high rates for all necessities of life, *and dictate wages with unscrupulous disregard of their own needs or the suffering of the masses.*

But be of good cheer; *the masses have the votes*, and as soon as they begin to use their votes intelligently on this subject, the millionaires will find that they have lost at the game which has favored them so long.

As to the result we need have no forebodings If every millionaire of the nation were dropped out of it to-morrow with the understanding that thereafter we would not permit of such monstrosities, the wheels of industry would hardly feel the jar. The necessity for their existence in the industrial and commercial world cannot be maintained, and because of their unreasonable selfishness, and by their dishonorable and unchristianlike attitude towards their fellowmen, they should cease and exist only in the memory and history of the growth of the American Republic.

I trust that the Congress of Labor will raise its voice in condemnation of the monopolization of wealth in all its forms, and that it

59
26

will adopt some means for supporting the agitation of methods for correcting this evil. Commending to your consideration *the graduated land tax, the tax on inheritances, and the graduated income tax,* and assuring you of my most sincere wishes for the success of your convention, I am

Your obedient servant,

JOHN M. REYNOLDS.

San Francisco, February 26, 1894.

42

52

THE

PUBLIC LANDS

—OF—

Alameda & Contra Costa

COUNTIES.

Survey of Rancho del Sobrante.

SAN FRANCISCO:
BRUCE'S PRINTING AND PUBLISHING HOUSE,
537 Sac. below Montgomery,
—:1878:—

Reflections for Business Men.

First. Notoriety in business is essential to success. Show-Cards, Circulars, Hand-bills, Cards, Bill-heads, Labels, etc. are all admitted as a necessary part of a business man's movements.

"Arrest Public Attention and Success Follows."

Second. No business can be followed with success, if there is not enterprise and a disposition to keep up with the enterprising spirit of the age.

"Nothing Venture, Nothing Won."

Third. The fact that a house is doing a large and profitable trade is no argument that it should not advertise and keep its name before the public. New firms are constantly springing up, and by advertising and personal application, are building up profitable establishments,—*drawing off customers from old and established firms.* It should, therefore, be the aim and effort of old and established houses to neglect no proper means to retain their old customers, and add new ones to replace those who may be drawn off, or go out of business.

"A Good General Appreciates the Importance of New Recruits."

Fourth. Advertising has a beneficial effect upon old customers, for it is an indication that the firm they patronize is a "live" house, and *up with the times.* And if advertising does not add a new customer, it will have gained an object—prevents the house from losing one.

"Out of Sight, Out of Mind."

Fifth. Great mistakes have been made by old and substantial houses in neglecting to spend a *few dollars* for keeping their names before the public, on the score of economy. Satisfied with their position, and doing a large busines, they, under the belief of security, from a well-established reputation, remain quiet—make no effort to bring their names before the business public—trust to an increase of trade in what they call a legitimate way. A new firm springs into existence, sends its runners, circulars and advertisements to the customers of the other houses, and in a few years it will outstrip the old one in extent of business, and—in many cases which could be named—become the leading house, while the old firm loses caste, and finally winds up and retires. When, with a little enterprise or one-half the energy shown by the new firm, they could have retained their customers, added new ones, increased their trade and kept their position as the leading house; but on the score that money spent in advertising was thrown away, they ultimately decay, or are outstripped in business by their competitors.

"God Helps Those Who Help Themselves."

Sixth. It is a remarkable fact, that the most extensive business firms of San Francisco are those who appreciate the great value of advertising; and when their business is the most prosperous an lucrative, they still continue to advertise, while other houses excuse themselves by saying that they are doing more business than they can manage—forgetting that the sunshine of success does not always continue. Thousands of our most eminent business men give it as their opinion that Printers' Ink, liberally and judiciously used, has done more toward advancing their business and making them successful in life than any other cause. Advertise, in season and out of season! Keep your business before the public at all times by circulating your advertisements; and if you would procure the *Latest Styles*, call on Bruce's Printing House, 535 and 537 Sacramento Street, below Montgomery, San Francisco.

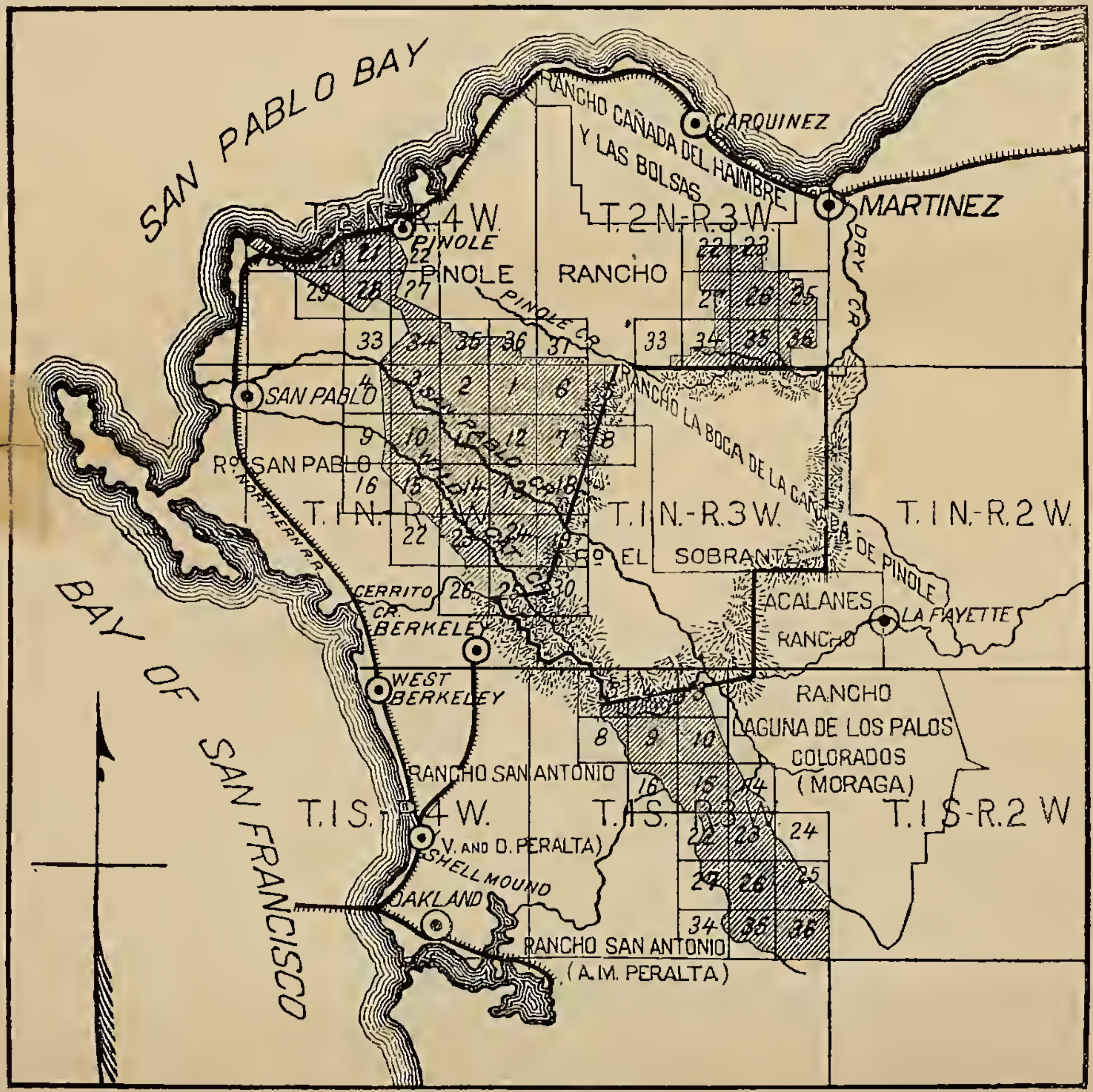
"Make Hay while the Sun Shines."

BRUCE'S GENERAL PRINTING HOUSE

Sac. St. below Montgomery,

SAN FRANCISCO.

PLAT
OF
The Rancho del Sobrante
AND
PUBLIC LANDS


SAN PABLO BAY
RANCHO CAÑADA DEL HAMBRE Y LAS BOLSAS
CARQUINEZ
MARTINEZ
T.2 N-R.4 W.
PINOLE
PINOLE RANCHO
T.2 N-R.3 W.
PINOLE CR.
DRY CR.
SAN PABLO
Ro. SAN PABLO
NORTHERN R.R.
RANCHO LA BOCA DE LA CAÑADA DE PINOLE
T.1 N.-R.4 W.
T.1 N.-R.3 W.
T.1 N.-R.2 W.
Ro. EL SOBRANTE
ACALANES RANCHO
LA FAYETTE
CERRITO CR.
BERKELEY
WEST BERKELEY
BAY OF SAN FRANCISCO
RANCHO LAGUNA DE LOS PALOS COLORADOS (MORAGA)
RANCHO SAN ANTONIO (V. AND D. PERALTA)
T.1 S.-R.4 W.
T.1 S.-R.3 W.
T.1 S.-R.2 W.
SHELL MOUND
OAKLAND
RANCHO SAN ANTONIO (A.M. PERALTA)

BRUCE'S, SAC. BELOW MONTGOMERY, S. F.

Showing the Public Lands (shaded), with approximated Sections, Topography, Creeks, Railroads, etc.

SAN FRANCISCO.
Bruce's Printing and Publishing House.
537 Sac. below Montgomery.
1878.

THE

PUBLIC LANDS

—OF—

Contra Costa and Alameda Counties

Survey of Rancho del Sobrante.

The El Sobrante Rancho was granted to Juan Josè Castro and Victor Castro by Governor Alvarado on the 23rd day of April, 1841.

Third Seal,
Twenty-five cents.

PETITION

Provisionally authorized, by the Maritime Custom House of the Port of Monterey, in the Department of Californias, for the years 1840 and 1841.

JIMENO. ANTONIO MARIA ASIS.

MARITIME CUSTOM HOUSE OF MONTEREY.

To His Excellency, the Governor:—

We, the citizens, Juan José and Victor Castro, natives of this Department, and residents of this jurisdiction of San José de Alvarado, before your Excellency, respectfully and in due form of law, represent: That, desiring to establish ourselves on a tract of land, suitable for agriculture, and stock-raising, that we may thereby provide for the support of our large families, which is a matter of vital importance to us; we pray your Excellency, to be pleased to grant us a tract of vacant land, situated in the immediate neighborhood of San Antonio, San Pablo, Pinole, Rancho de Valencia, and Rancho de Moraga, which land is the surplus (sobrante) of the aforesaid Ranchos.

Wherefore, We earnestly pray your Excellency, to grant our petition, from which we hope for our well-being and support of our said families.

Swearing that we ask this in good faith, etc.

Monterey, April 22nd, 1841. JUAN JOSE CASTRO
VICTOR CASTRO.

GRANT.

As prayed for by the parties interested in this petition, the land mentioned therein, is conceded to them; they being under obligation, to present themselves anew with a map (diseño) of the land so soon as the boundaries of the surrounding Ranchos (colindentes) may be regulated.

MONTEREY, April 23rd, 1841. ALVARADO.

This claim was duly presented to the U. S. Board of Commissioners, who on the 3rd day of July, 1855, confirmed the claim as follows:

"In this case, on hearing the proofs and allegations, it is adjudged by the Commission, that the claim of the said petitioners is valid, and it is therefore decreed that the same be and hereby is confirmed. The land of which confirmation is hereby made, is situated in the Counties of Contra Costa and Alameda, *and is the surplus (Sobrante,) which on the* 23*rd day of April*, 1841, the date of the decree of concession to the present claimants, *existed*, lying between the tracts known as Ranchos of San Antonio, San Pablo, Pinole, Moraga and Valencia, reference being had to the original *expediente* and grant on file in this case."

HISTORY.

Under the Mexican land system, the areas given in the different Grants were usually rough estimates merely, and in nearly every case, the areas were greatly underestimated. Under the system of the United States, however, tracts are accurately measured and the claimants would generally be restricted to the exact quantity as nearly as practicable, unless the boundaries given in the Grant were so exact and easily definable that they could not be varied, in which case of course the estimates as to area had to be disregarded, as specific boundaries are held to control.

Under Mexican law, the Governors could not grant exceeding eleven (11) leagues to any one person. Many of the so-called eleven (11) league grants in fact contained much more land, and in locating those grants the United States invariably restricted the grant to the eleven (11) leagues. From these various causes, it has resulted that upon final survey of many of these grants, small tracts of public lands were found between these different grants.

In 1875 or 1876, suits were commenced by J. M. Coughlan, J. B. Howard and J. B. Felton, attorneys, in the United States Circuit Court for California, to set aside patents for certain confirmed private land claims and to annul decrees of confirmation in others, not yet patented, upon the ground that said grants were not genuine and that their confirmation was procured by fraud on the part of the claimants; among these grants was the El Sobrante. The United States Circuit Court on Sept. 4th, 1876, in these cases, however decided in effect that these matters as to the genuineness of the grants and papers were passed upon by the Board of Commissioners and courts, and could not again be enquired into, that the matter was *res adjudicata.* See 4th Sawyer's Reports, page 42.

Appeal was taken from this decision to United States Supreme Court, where the matter is still pending.

On the 28th of June, 1878, the United States Surveyor-General deputized Wm. Minto to set off the El Sobrante Rancho as confirmed from the public lands held in reserve to satisfy this grant. On the 25th of August, 1878, the Deputy returned the field notes of his survey of the same to the Surveyor-General's office, and from those field notes a map was made showing the lines of the survey which was completed and placed on exhition in the Surveyor-General's office on the 9th day of September, 1878.

We present herewith, a map, copied from the official map in the Surveyor-General's office. The portions marked public lands are claimed to have been within the limits of the surrounding ranchos on the 23rd day of April. 1841, and were therefore excluded from the Sobrante, as only the surplus which existed *at that date* was granted to Juan José Castro and Victor Castro.

Upon the other hand, however, it is claimed that the *proper* boundaries of the surrounding Ranchos were established by the United States, and that the boundaries claimed by the surrounding ranchos were not the proper boundaries, and, that therefore, all the surplus remaining belongs to the El Sobrante Rancho.

The owners of the El Sobrante have heretofore succeeded in ejecting settlers through process of the courts from these lands, which are now, by this survey, made public lands.

These lands being so near the city, many people settled thereon during the last twenty years. The matter of ownership was very uncertain; some tracts were claimed in turn by all the different grants, and these occupants had a hard time of it, first fighting one grant and then another. Many of them, in order to avoid expensive litigation, purchased first one title and then another, and have paid much more than the value of the land. They have also made valuable improvements, and paid taxes upon the land for many years.

These parties claim the preference right to purchase the land from the United States, should it be public land, under the provisions af the 7th Section of the Act approved July 23d, 1866, which is as follows, viz.:

> SEC. 7. *And be it further enacted,* That where persons in good faith and for a valuable consideration, have purchased lands of Mexican grantees or assigns, which grants have subsequently been rejected, or where the lands so purchased have been excluded from the final survey of any Mexican grant, and have used, improved, and continued in the actual possession of the same as according to the lines of their original purchase, and where no valid adverse right or title (except of the United States) exists, such purchasers may purchase the same, after having such lands surveyed under existing laws, at the minimum price established by law, upon first making proof of the facts as required in this section, under regulations to be provided by the Commissioner of the General Land Office, joint entries being admissible by coterminous proprietors to such an extent as will enable them to adjust their respective boundaries: *Provided,* That the provisions of this section shall not be applicable to the city and county of San Francisco: *Provided,* That the right to purchase herein given shall not extend to lands containing mines of gold, silver, copper, or cinnabar: *Provided,* That whenever it shall be made to appear by petition from the occupants of such land that injury to permanent improvements would result from running the lines of the public surveys through such permanent improvements, the Commissioner of the General Land Office may recognize existing lines of subdivisions.

The local land officers at San Francisco, however, have decided that the above section was repealed by the enactment of the Revised Statues of the U. S. Their opinion is as follows:

U. S. LAND OFFICE.

DAVID ZUCK
vs.
PIERRE CASTILLON, ET AL.

Opinion of Register and Receiver.

San Francisco, Cal. October 29, 1877.

None of the contestants in this case, presented any proof in support of their claims, with the exception of Brimson, and he by an agreement filed with the case, ceases to be a contestant in fact; since by said agreement he agrees to convey to Zuck in case he (Brimson) acquires the title thereto, the land in Zuck's possession.

That Brimson made such an arrangement, conflicting with the affidavit which pre-emptors are required to make, "that they have not directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whomsoever, by which the title which they may acquire from the Government of the United States, shall inure, in whole or in part, to the benefit of any other person, is doubtless the fault of his attorney, and if rescinded, should not be allowed to prejudice Brimson's claim. In all other respects, Brimson seems to have complied with all the requirements of the pre-emption law.

The testimony shows that Zuck purchased in 1854, the land he claims in this case from the assignees of the Mexican Grantee, and that he has used and kept the tract so purchased in actual possession ever since. He seems to come fully within the provision of 7th section of the act of July 23rd 1866, and the only question in his case is as to whether the 7th section of that act is in force. The attorney for Zuck contends that the section under which he claims, though not included in the Revised Statutes, is still in force by virtue of the proviso in section 5596, and, as far as relates to this case, in section 5597, on the ground that a right had accrued to Zuck, under the 7th section of the act of July 23rd, 1866, prior to the revision of the laws.

The proviso in Sec. 5596 referred to, is to the effect that the incorporation into said revision of any *general* and *permanent* provision taken from an act making appropriations, or from an act making other provisions of a private, local or temporary character, shall not affect such appropriations or provisions of a private, temporary or local character.

We cannot see however, that the sections incorporated in the Revised Statutes from the act under which Zuck claims, are any less local in their character than the sections omitted, and if less temporary character the difference is too little to establish the presumptions that Congress intended to keep the 7th section in force, when it would have been so easy to have made the matter plain by re-enacting the section.

Section 5597 of the Revised Statutes, declares that the repeal of the several acts embraced in said revision, shall not affect any act done, or any right accruing or accrued. The claim of Zuck under the 7th section of the act of July 23rd, 1866, to quiet land titles in the State of California, is simply a pre-emption claim of no more force or effect than a claim, acquired under the preemption laws. In fact, claims under the 7th section of Act of July 23rd, 1866, cannot be said to have the same equity, or to be entitled to recognition to the same extent as the claim of pre-emptors under the general pre-emption laws. The settlers under the act of September 4th, 1841, and the acts supplementary thereto, went on to the public lands at the express invitation of the Government, expended their means in the erection of improvements, and in bringing the land into cultivation; yet the Supreme Court of the U. S. in the case Frisbie *vs.* Whitney, (9 Wallace p. 187) cites with approval the opinion of Attorney-General Cushing, that "these acts do not confer on the pre-emptor in *posse*, any right or claim to be treated as the present proprietor of the land in relation to the Government," and holds with Attorney-General Bates that a mere entry upon lands with continued occupancy and improvement thereof, gives no vested interest in it. It may however, give under our national land system, a *privilege* of pre-emption. But this is *only a privilege* conferred on the settler to purchase land in preference to others; his settlement protects him from intrusion or purchase by others, but confers no right against the Government." The Court also holds with Attorney-General Speed, that "the land continues subject to the absolute disposing power of Congress, until the settler has made the required proof of settlement and improvement, and has paid the purchase money," The gist of the decision in the case of Frisbie *vs.* Whitney, appears to be this: That while the preemption law is in force in reference to the land involved, the settler has a right of preference in purchase, but that he loses that right when the law making power intervenes and withdraws the land, while "the right of preference in purchase" remains unexercised and amount to no more than a preference.

The claimant, under the 7th section of the act of July 23d, 1866, had made his purchase from the assignees of the Grantee of the Mexican Government and had acquired possession of the land and made his improvements, before there was any law recognizing any right in him or granting him any privilege. His purchase was like any other purchase, where the purchaser is bound to take heed as to the title he purchases.

And though, there is no doubt as to his good faith in the purchase he made; yet legally from the time the Grant claim failed under the passage of the act of July 23rd, 1866, he was a trespasser on the Public Lands. Congress came to his relief, and for a time gave him the same "preference in purchase" of the land he claims, that it gives to claimants under the general preemption laws, but before he had exercised that right of preference by paying for the land, and before he had made an application to purchase, Congress in its wisdoms, repealed the section that covered his case and which had conferred on him the "privilege of purchase." Congress was under no obligation to grant him that privilege in the first place, and when it withdrew it, it left him in the same position he was before the act for his relief was passed. He cannot say he made his purchase and improvements by the invitation of Congress, nor that his purchase and settlement were legalized by general lines, or by any law whatever.

If then, the settler, under the act of September 4, 1841, had only a "preference to purchase," that could be destroyed by the action of law-making power, we are forced to conclude that the claimant, under the 7th section of the act of July 23rd, 1866, had no such right as could be kept alive by mere implication after the section that conferred it was repealed; in other words, that he had merely a privilege that ceased to exist with the acts that created it. We are therefore of the opinion that Zuck's claim should be rejected.

Brimson cannot be allowed to enter the land he claims, until the agreement filed in the case, by which he agrees to convey a part of the land to Zuck, has been cancelled.

In default of proof, on the part of the other contestants, their claims must be rejected.

CHARLES H. CHAMBERLAIN, Receiver.

W. R. WHEATON, *Register.*

This decision is appealed from and the case is now before the Commissioner at Washington.

In this connection, it should be stated, however, that many of the best lawyers hold that the 7th section above referred to, is still in force, and we were informed that the Judges of the Supreme Court of this State, in a collateral way, intimated their belief that said section was still in force. If it should be so decided, then nearly all the lands in Tp. 1 N. 3 W. and 1 N. 4 W. and a greater portion of that in Tp. 2 N. 4 W. would be covered by the prior claims of those old settlers and purchasers of the Grant title.

The present survey is only the initiatory step to settle the boundaries of this Rancho and of the public lands. If this survey is finally confirmed, then the land designated upon this Map, as public land, will become so.

Under the law and system in force, however, it may be many years before this question is settled. The surveyor-general has given notice that this survey has been made. and objections thereto, by parties in interest must be made within 90 days thereafter. Of course the owners of the Grant will object to this survey, also the owners of the junior grants over which this survey extends; then evidence will be taken, which is a slow process, as it is taken down in writing, and may occupy a year or more. and then the whole matter will be forwarded by the surveyor-general with his opinion to the Commissioner of the General Land Office, at Washington, D. C. In the case of the Pueblo of San Francisco, the papers have been in Washington before the Commissioner for 9 years, and it is not decided yet, and judging from that and other cases, it may be many years before this case is finally decided. The Commissioner may order a new survey, and the same process may have to be gone through with in that new survey. In some of these cases we are informed that three or four different surveys have been ordered.

Respectfully Submitted,

D. BRUCE.

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BEFORE THE HON. CARL SCHURZ,

SECRETARY OF THE INTERIOR.

In the Matter of the Petition for an Extension of the Eastern Boundary

OF THE

RANCHO CASLAMAYOMI.

On Appeal from the Decision of the Commissioner of the General Land Office, of February 2, 1877.

July, 1877.

W. C. HILL,
(Late Clerk in Private Land Claims Division, General Land Office.)
ATTORNEY FOR SETTLERS.

WASHINGTON:
PRINTED BY JOHN L. GINCK,
633 F Street.
1877.

BEFORE THE SECRETARY OF THE INTERIOR.

IN THE MATTER OF THE PETITION FOR AN EXTENSION OF THE EASTERN BOUNDARY OF THE RANCHO CASLAMAYOMI.

ON APPEAL FROM THE DECISION OF THE COMMISSIONER OF THE GENERAL LAND OFFICE OF FEBRUARY 2, 1877.

WASHINGTON, D. C., *July* 21, 1877.

Hon. C. SCHURZ, *Secretary of the Interior.*

SIR: An elaborate and accurate history of this case, with the language of the grant and confirmation, is given, up to the date of the survey then under consideration, in the Hon. Secretary's decision of August 12, 1874; and it is only necessary to state briefly the history of that survey and the present one in order to have the present case before us.

The survey then under consideration was made in September, 1869, by James T. Stratton, and contained an area of 35,454.80 acres, 44.64 acres less than eight square leagues. This survey extended north of the Rio de Pescadero or Sulphur creek, and its eastern boundary extended at the north and south, to make up that quantity, in such a way as to present a very uncompact appearance. It was advertised according to law, objections filed, and the case forwarded to the General Land Office with the opinion of the Surveyor General.

On January 23d, 1873, the case was returned to the

H.H. 22 Jan 77

Surveyor General, and a hearing ordered, the evidence on several points not being considered sufficient, and the Surveyor General was instructed that evidence was particularly desired as to the following:

"1st. Which of the rivers or creeks shown on the plat "of Stratton's survey of Caslamayomi, was, at the date of "the grant of said Rancho, called Caslamayomi.

"2d. *The location of the 'oaks' called for as an exterior "boundary of the Caslamayomi on the east.*

"3d. The location of the 'Sierra de palos Colorados' "called for as an exterior boundary on the west."

Testimony was taken, briefs filed, and the case returned to the General Land Office, and the case as thus presented was decided by the Land Office December 15, 1873. and by the Secretary, on appeal, August 12, 1874.

The portion of the Hon. Secretary's decision in regard to the eastern boundary is as follows:

"The Roblar shown on the eastern portion of the map "(diseño) I take to be the Roblar (oak grove) called for in "the grant as the east boundary.

"I may here express my dissent from the theory advanced "by counsel for claimants, that the right lines forming a "parallelogram and enclosing all the configurations of the "map, are out-boundaries of the grant; I consider the "boundaries set forth in the fibulo to be referred to in the "decree.

"The evidence shows that Roblars of various sizes are "to be found in sundry places from Sausal creek of the "survey (which creek I believe is admitted by all parties "to be the Arroyo de Sotoyomi of the diseño) northeasterly "to a point beyond Geyser Peak; but there is one principal Roblar, larger than the others, and which would "more satisfactorily answer the call for *The 'Roblar.'* I "am inclined to locate this farther west than you have "done, and to run the east boundary more nearly north "and south. Perhaps as an original question I would do "so; but the question is not without difficulty, and as the "line established by you follows the general course of the "succession of Roblars, gives the claimants the benefit of "the doubt while saving all asserted conflicting interests, "I have concluded to adopt it. *Running from a point* "*where Sausal creek intersects the Sotoyomi Rancho through* "*the letter 'G' in the word Geyser, a little to the east of Geyser* "*Peak and extending to Sulphur creek, as shown in the Stratton survey.*"

With a copy of the decree and a copy of the decision of the Secretary and of the Commissioner for his instruction and guidance, Deputy Surveyor Hoffman made the present survey in September and October, 1874. This survey makes the Rio de Pescadero the northern boundary, and the area is 26,788.36 acres, or 156.28 acres more than six square leagues.

On December 18, 1874, said survey, having been duly returned, was examined by the General Land Office, found to be in accordance with the decision of the Secretary, and patent issued same day.

But the claimants declined to receive the patent, and asked that it be returned and cancelled, because, as appears from their petition to the General Land Office, they allege, the survey did not conform to the decision of the Commissioner or Secretary in the matter of the eastern boundary, and also because it did not contain eight square leagues.

Before considering the questions raised by this petition as to the location of the Roblar which should be the eastern boundary, and as to the right of the claimants to eight square leagues, I respectfully submit that both of these questions and all other questions in regard to the location of this confirmed claim have been properly and duly determined according to law, and that the present attitude of the claimants in the matter is presumptuous and impertinent.

One of the points, as hereinbefore stated, on which testimony was particularly directed to be taken in said letter of June 23, 1873, was the location of the oaks, or Roblar, called for as the eastern boundary of the grant, and on this point a great deal of testimony was submitted. This question has been the principal question all the way through, ample opportunity has been given for presenting testimony and arguing it, and if anything was decided at all by the Commissioner and Secretary it was the location of the Roblar called for in the decree. The Commissioner held that the Roblar designated by the letter "B" on Exhibit "H" seemed best to conform to the Roblar of the grant, and "I therefore adopt as the eastern boundary "of the Caslamayomi a direct line on Stratton's survey, "running from the point where Sausal creek enters the "Sotoyomi Rancho northerly to the Rio del Pescadero, "said line to pass through the letter 'G' in the word "'Geyser,' which designates a peak of that name on said "survey." The Secretary said, "I am inclined to locate it "(the Roblar) further west than you have done and to run "the eastern boundary more nearly north and south * "* but the question is not without difficulty, and as the "line established by you follows the general course of the "succession of Roblars, gives the claimants the benefit of "the doubt, while saving all asserted conflicting interests, "I have concluded to adopt it," and he a little more specifically describes the line to be run by the words, "Running "from a point where Sausal creek intersects the Sotoyomi "Rancho through the letter 'G' in the word 'Geyser,' *a* "*little to the east of Geyser Peak*, and extending to Sulphur "creek, as shown in Stratton's survey." From that time the location of the Roblar ceased to be a question in the case. It was adjudicated, and the only question that could or can be raised, is whether the eastern line is run in Hoffman's survey in accordance with the specific directions of the Commissioner and Secretary. (See on this point G. L. O. decision in Rancho Corral de Tierra, Copp's L. O., vol. 2, p. 85.) That it has been so run, a comparison of the present survey with Exhibit "H" and the Stratton survey demonstrates with all the certainty and clearness of the proposition that 2x2=4.

You have not the authority and jurisdiction to reopen the case. "The acts of your predecessor were done by an "authority and jurisdiction equal to your own, and to set "aside an act done by authority competent in law, is the "exercise of superior authority. Yours being equal you "cannot do it." (5 Op. Att'y Gen'l, 668, J. J. Crittenden.) See on this point the following:

Opinion of Attorney General Akerman; Sargent, Treadway *et al. vs.* Western Pacific R. R.; March 1, 1871.

Decision of Secretary Cox, in Rancho Los Positas, Dec. 4, 1869.

Decision of Secretary Delano, in Beaubien and Miranda, July 27, 1871.

Decision of Acting Secretary Cowan, in Panoche Grande case, August 4, 1871.

Opinion of Assistant Attorney General Smith, in case of Lattimer *et al. vs.* Bur. & Mo. R. R. Co., and decision of Secretary based thereon.

The strangest thing about this case is the fact that Messrs. Smith and Reddington admit the fact of the finality of the Secretary's decision, and yet undertake to locate anew the Roblar, and to deny that the line has been run in accordance with the Secretary's decision. They argue that the line as run, in order to conform to the Secretary's decision, "*must skirt a Roblar*," the Roblar of the grant and decree, and that his intention, "too plainly expressed to be misunderstood," was to make this Roblar an eastern boundary. This is an absurd misrepresentation and only needs a reference to the Secretary's decision to defeat it. He says, he is inclined to locate *the* Roblar farther west than the Commissioner did; but, conceding something to the claimants, there being no asserted interests which would be hurt thereby, he directs the line to be run in a certain way, without reference to *the* Roblar of the decree.

If this case can be reopened after it has been thus clearly and finally decided, the final location of these private land claims becomes a question merely of money and cheek, and California Private Land Claims will never be determined.

The present petition of the claimants is accompanied by and is based on the affidavits of Hoffman, Spurr, Knight, Bailhache and Bostick. Hoffman, who made the present survey, makes affidavit that the survey is not so made as to give the claimants the land they are entitled to (he evidently assumes that they are entitled to eight square leagues); that the eastern line does not bound on any Roblar; that a line run due north from the S. E. corner would bound on a Roblar, and at the same time give the claimants the quantity of land they would be entitled to. He is corroborated by Daniel F. Spurr, a local surveyor, as to the location of the Roblar, who also swears that there is not an oak grove anywhere near the present east line; but he admits that the said line is run in accordance with the Commissioner's and Secretary's decision.

Thos. Knight, who for a long time resided on the Mellacomes Rancho, immediately adjoining, corroborates said two witnesses as to a Roblar lying north of S. E. corner. and that the present line does not bound on any Roblar.

John A. Bailhache, who for a long time resided on Sotoyomi Rancho, also makes affidavit that the present east line does not bound on any Roblar, and that there is an extensive Roblar N. E. of S. E. corner.

N. Wood Bostick also corroborates above as to Roblar north of S. E. corner, and that there is no Roblar on or near the east line. The three last witnesses also swear that between the line as now run and the Roblar as designated by them there is no Roblar. These affidavits are all intended to show that the decision of the Secretary was wrong as to the location of the Roblar, but are not directed to the present issue, which is, whether the survey is in conformity with the decision. But (assuming that the location of the Roblar is still an open question,) I desire to call your attention to the evidence in the case opposed to the above affidavits.

In the first place the diseño, which pictures not only the boundaries of the grant, but the intervening country, shows the Roblar at the head of a small stream, which must be the Little Sulphur creek of the present survey; and the diseño furnishes further evidence that the Roblar intended as the eastern boundary did not lie east of the Geyser Peak (as now claimed), in the fact that this, the most prominent landmark in the country, is not pictured on it. It is improbable, if this peak were inside of the claim that it would not have been shown in the topography of the diseño, for the object of the diseño was to enable the party giving juridical possession to identify the country petitioned for and granted, and the most prominent objects were always represented.

The Surveyor General, in rendering his opinion, dated May 6, 1871, in the Stratton survey, found it necessary to go upon the ground to locate the Roblars, and he says "I "made a personal examination of the premises and ob-"served a clearly defined oak grove in a somewhat promi-"nent position at a point about two miles in a direction a "little west of south of the Geyser Peak, and to the south "of the south fork of Sulphur creek," and he was of the opinion, for reasons mentioned by him, that this was the Roblar which should form the eastern limit of the grant, and this opinion is supported by the great weight of testimony submitted on this point at the hearing in the case, held under said letter of the General Land Office of January 23, 1873. See this testimony recited in the General Land Office decision of December 15, 1873. It will be observed that D. F. Spurr, one of the said parties whose affidavits accompany the present petition, then testified on his recall that at the places designated on Ex. " H," with two crosses, with letter " B," and with the figures "7," "7," "7," in red ink, there are oak groves. It will be observed also that John N. Bailhache then testified that there were oak groves along the range of hills between the Little Sulphur and Sausal creeks, and a large grove half way up the hill from Sausal creek and the top of the ridge, the location of which large grove is designated in red ink on Ex. " H " by the figures " 7," " 7." Thos. Knight also then testified that the letter " B " in Ex. " H " is very near the center of what he then considered the Roblar of the diseño ; that said Roblar extends west to a short distance west of south from Geyser Peak ; and that there is a ridge extending from the figure " 7 " to the letter " B " and the two crosses, and that the oaks extended along the southwest slope of this ridge. The present affidivats of these gentlemen cannot be considered, conflicting as they do with their testimony as above taken, at the regular hearing.

This leaves as the basis of the petition the affidavit of the Surveyor Hoffman and N. Wood Bostick ; which affidavits are opposed by the diseño; by the fact reported as found by the Surveyor General by personal examination on the ground ; by the testimony at the hearing, of McKee, Spurr, Joseph Fitch, Bogg, Francisco Louis and Lorenzo Piña, Bailhache, Grannis, Tobin, Levy, Knight, Sacy and Thomas Fitch ; and also by the affidavits of Merrill, Renick, Nelson, Fitch, Tewell and Dow, taken in May, 1876, who swear that there are now, west, south-west and south of the Geyser Peak, several large and well-defined Roblars; and the last three also swear that at the point where Little Sulphur creek crosses the present eastern line there are now "a great "many black oak, not thick enough now to be called a "Roblar; but the remains of old fences made of Robles "show that the Robles have been cut down and thinned "out there in the last twenty years to make such fences, "and that Robles must have perished there within that "time and for a hundred years before. There are hun-"dreds of stumps there of trees which have been cut down, "most of which stumps are very much decayed. Black "oak has been the principal fuel used in Healdsburg and "all the adjacent country for the last twenty years. We "have no doubt whatever that large Roblars existed "twenty-five years ago and long before that time at the "places marked "R" and "R R" on said map, large, ex-"tensive, thick Roblars." (See map accompanying said affidavits.)

In regard to the right of the parties to eight square leagues a reference to the decree and the decision of the Secretary is sufficient to dispose of that claim. The grant was a grant of eight square leagues within certain boundaries, providing that much land was included therein, and if not, then such lesser quantity. After the grantee had failed to comply with the conditions of the grant, two square leagues, within those boundaries, were granted to Francisco Berryesa, who perfected his grant, and the Secretary decided in said decision, that, though Berryesa's grant was made subsequent, it was a perfect grant and the grant in this case was subject to it, and Berryesa's grant should be excluded from the limits within which the grantee in this case might select the land granted to him. It is very plain, therefore, that the grant in this case cannot be considered by you now a grant of eight square leagues, without reopening the case between the two ranchos, unless the boundaries indicated in the grant contain ten square leagues or more. The Mexicans estimated those boundaries to contain eight square leagues, and the fact that the present survey shows about six square leagues within those boundries, after Berryesa's grant has been taken out, is additional proof that the Secretary and the present survey have correctly located the Roblar of the diseño.

The claimants in this case have their bare legal claim of course to the land described in the decree, but they have no equities and are entitled to no favor from the Government. They obtained their grant on promises of settlement which they never fulfilled; their claim was rejected by the U. S. Land Commissioners because there were no grounds on which to base a confirmation, and although a confirmation was obtained from the district court, the appeal was kept back for over five years (in a way that appears to be dark) until the Government lost its right of appeal; and they certainly are not proper parties to ask the extra courtesy of a second consideration of a case once decided against them.

And finally, Mr, Secretary, the claimants, although very bold in making and presenting their present claim, have so far lost confidence in their case as to compromise with every opponent who was likely to make a strong fight against them. They have stipulated with the owners of the N. E. ¼ Sec. 13, T. 11, N. of R. 9 W., M. D. M., also with the owners of the N. ½ Sec, 14, same township, and also with the Socrates Mine owners, that in consideration of no opposition by those interests to the present petition, the extension, if allowed, shall not include the above claims. When men are clearly in the right they do not compromise. The *word* is crooked and suggestive, and the *fact* is very inconsistent with the claim that they are *entitled* to the extension asked for. They have thus confessed three times that they have no right against those asserted claims, (it is no longer a question between one officer's judgment and another's, when a third party is interested, 15 Pet., 400), and that they are depending on the generosity of the Government; but in the name of Mrs. Georgie McBride and the other settlers and miners whose claims have attached to lands inside of the extension petitioned for, and who have now asserted their claims, I ask that the petition be rejected, or if the present eastern boundary is changed at all, that the eastern boundary may be a north and south line skirting the western border of the Roblar identified by the Surveyor General as, and shown by the evidence to be, the Roblar of the decree, and which the Honorable Secretary was inclined to adopt as the eastern boundary. This would give them all they are now entitled to (a little less than six square leagues) and would be a proper retribution for their failure to appreciate the *generosity* of the decision of your predecessor.

Respectfully submitted,

W. C. HILL.

Attorney for Mrs. McBride
and other Settlers and Miners
East of the present boundary of the Claim.

3917.3461

CATALOGUE.

~~Folsom, Joseph Libby~~

EXECUTORS' SALE

OF PARTS OF THE

FOLSOM ESTATE,

CONSISTING OF LOTS IN THE

CITY OF SAN FRANCISCO

AND IN THE

TOWN OF FOLSOM,

SITUATED ON THE AMERICAN RIVER, WHERE THE SACRAMENTO RAIL ROAD COMPANY HAVE A DEPOT.

ALSO,--THE RÁNCHO DE LOS AMERICANOS,

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FINEST LAND IN CALIFORNIA.

The Executors of the Estate of the late Captain JOSEPH L. FOLSOM intend to petition the Probate Court of the County of San Francisco, for a Decree directing the Sale of the Real Estate described in this Catalogue, for the payment of the debts of the Estate.

It is intended that the Sale shall take place about the 10th of November next, and this Catalogue is published at this time with a view of directing the attention of the public to the sale of this Valuable Property.

TERMS OF PAYMENT—Part Cash, part on Time. Particulars will be fixed by the Probate Court, and made known in the Auctioneers' Advertisement.

Maps and Plans of the Property can be seen at the office of the Auctioneers; where, also, all information desired in reference to the same can be obtained.

By a recent decision of the Supreme Count, the title of Capt. Folsom to the Leidsdorff Estate was fully confirmed.

H. W. HALLECK,
A. C. PEACHY
P. W. VAN WINKLE,
} Executors of the Estate of the late J. L. Folsom, deceased.

A. A. SELOVER, R. H. SINTON, H. A. COBB.
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EXCELSIOR STEAM POWER PRESSES, No. 151 CLAY STREET.

E 13563

CATALOGUE.

OS.	LOT	DESCRIPTION.
		Subdivision of 50 Vara Lots Nos. 546 & 695
1	1	Commencing on the southwest corner of Francisco and Dupont streets, thence west, having 45 feet front on Francisco street by 70 feet in depth on Dupont street; together with a Cottage thereon. 500 $
		ALSO,
2	2	Next adjoining No. 1, westerly, same dimensions; having also a Cottage House thereon. 400,
		ALSO,
3	3	Next adjoining No. 2, westerly, same dimensions; having also a Cottage House thereon. 575,
		ALSO,
4	4	Commencing on the northwest corner of Dupont and Pfeiffer streets, thence north, having 30 feet front on Dupont by 75 feet on Pfeiffer street. 350,
		ALSO,
5	5	Next Adjoining No. 4, northerly, having 22 feet 6 inches front on Dupont street by 75 feet in depth. 300,
		ALSO,
6	6	Commencing on the north line of Pfeiffer street, 75 feet west of Dupont street, thence west 20 feet front on Pfeiffer street by 52 feet 6 inches in depth. 225,
		ALSO,
7	7	Next adjoining No. 6, westerly, same dimensions. 400,
		ALSO,
8	8	Next adjoining No. 7, westerly, same dimensions. 150.
		ALSO,
9	9	Next adjoining No. 8, westerly, same dimensions. 125,

OS.	LOT	DESCRIPTION.	
10	10	ALSO, Next adjoining No. 3, westerly, having 20 feet front on Francisco street by 70 feet in depth.	225
11	11	ALSO, Next adjoining No. 10, westerly, same dimensions.	250
12	12	ALSO, Next adjoining No. 9, westerly, and same dimensions.	150
13	13	ALSO, Next adjoining No. 12, westerly, same dimensions.	160
14	14	ALSO, Next adjoining No. 11, westerly, and same dimensions.	220
15	15	ALSO, Next adjoining No. 14, westerly, same dimensions.	210
16	16	ALSO, Next adjoining No. 13 westerly, and same dimensions.	260
17	17	ALSO, Next adjoining No. 16 westerly, same dimensions.	110
18	18	ALSO, Next adjoining No. 15 westerly, and same dimensions.	210
19	19	ALSO, On the southeast corner of Francisco street and Belle-Air Place, having 25 feet front on Francisco street by 70 feet in depth on Belle-Air Place.	300
20	20	ALSO, On the northeast corner of Pfeiffer street and Belle-Air Place, having 25 feet front on Pfeiffer street by 52 feet 6 inches on Belle-Air Place.	240
		Also,—Subdivisions of 50 Vara Lots Nos. 538 and 539.	
21	1	Commencing on the southwest corner of Dupont and Pfeiffer streets, having 22 feet 6 inches front on Dupont street by 80 feet in depth on Pfeiffer street.	250
22	2	ALSO, Next adjoining No. 1 southerly, having 25 feet front on Dupont street by 80 feet in depth.	130

NOS.	LOT	DESCRIPTION.	
23	3	ALSO, Next adjoining No. 2 southerly, same dimensions.	125 8
24	4	ALSO, Next adjoining No. 3 southerly, same dimensions.	150
25	5	ALSO, On the northwest corner of Dupont and Chestnut streets, having 25 feet front on Dupont street by 80 on Chestnut street.	240
26	6	ALSO, Commencing on the north line of Chestnut street, 80 feet west of Dupont street, thence west, 20 feet front on Chestnut street by 70 feet in depth.	150
27	7	ALSO, Commencing on the south line of Pfeiffer street, 80 feet west of Dupont street, thence west 20 feet front on Pfeiffer street by 52 feet 6 inches in depth.	115
28	8	ALSO, Next adjoining No. 7 westerly, same dimensions.	100
29	9	ALSO, Next adjoining No. 6 westerly, and same dimensions.	115
30	10	ALSO, Next adjoining No. 9 westerly, same dimensions.	175
31	11	ALSO, Next adjoining No. 8 westerly, same dimensions.	100
32	12	ALSO, Next adjoining No. 11 westerly, same dimensions.	90
33	13	ALSO, Next adjoining No. 10 westerly, same dimensions.	110
34	14	ALSO, Next adjoining No. 13 westerly, same dimensions.	110
35	15	ALSO, Next adjoining No. 12 westerly, same dimensions.	80
36	16	ALSO, Next adjoining No. 15 westerly, same dimensions.	80

NOS.	LOT	DESCRIPTION.	
37	17	ALSO, Next adjoining No. 14 westerly, same dimensions.	120
38	18	ALSO, Next adjoining No. 17 westerly, same dimensions.	80
39	19	ALSO, Next adjoining No. 16 westerly, same dimensions.	75
40	20	ALSO, Next adjoining No. 19 westerly, same dimensions.	100
41	21	ALSO, Next adjoining No. 18 westerly, same dimensions.	110
42	22	ALSO, On the northeast corner of Chestnut street and Belle-Air Place, having 20 feet front on Chestnut street by 70 feet on Belle-Air Place.	250
43	23	ALSO, On the southeast corner of Pfeiffer street and Belle-Air Place, having 20 feet front on Pfeiffer street by 52 feet 6 inches on Belle-Air Place.	150

Also,—Subdivision of 50 Vara Lot No. 545

NOS.	LOT	DESCRIPTION.	
44	1	Commencing on the southeast corner of Francisco and Dupont streets, having 45 feet front on Francisco street by 70 feet in depth on Dupont street; together with a Cottage House thereon.	650
45	2	ALSO, Commencing on the south line of Francisco street, 45 feet east of Dupont street, thence east, having 25 feet front on Francisco street by 70 feet in depth.	180
46	3	ALSO, Commencing on the east line of Dupont street, 70 feet south of Francisco street, thence south, having 22 feet 6 inches front by 70 feet in depth.	250
47	4	ALSO, On the northeast corner of Dupont and Pfeiffer streets, having 30 feet front on Dupont street by 70 feet on Pfeiffer street.	290

NOS.	LOT	DESCRIPTION.	
48	5	ALSO, Commencing on the north line of Pfeiffer street, 70 feet east of Dupont street, thence east 22 feet 6 inches front on Pfeiffer street by 52 feet 6 inches in depth.	125
49	6	ALSO, Next adjoining No. 2 easterly, having 22 feet 6 inches front on Francisco street by 70 feet in depth.	140
50	7	ALSO, Next adjoining No. 6 easterly, same dimensions.	125
51	8	ALSO, Next adjoining No. 5 easterly, same dimensions.	80
52	9	ALSO, Next adjoining No. 8 easterly, same dimensions.	90
53	10	ALSO, Next adjoining No. 7 easterly, same dimensions.	110

Also,—Subdivision of 50 Vara Lot No. 540

NOS.	LOT	DESCRIPTION.	
54	1	Commencing on the northeast corner of Chestnut and Dupont streets, having 25 feet front on Dupont street by 77 feet 6 inches on Chestnut street.	275
55	2	ALSO, Next adjoining No. 1 northerly, having 25 feet front on Dupont street by 77 feet 6 inches in depth.	185
56	3	ALSO, Next adjoining No. 2 northerly, same dimensions.	175
57	4	ALSO, Next adjoining No. 3 northerly, same dimensions.	160
58	5	ALSO, On the southeast corner of Dupont and Pfeiffer streets, having 22 feet 6 inches front on Dupont street by 77 feet 6 inches on Pfeiffer street.	220
59	6	ALSO, Commencing on the north line of Chestnut street, 77 feet 6 inches east of Dupont street, thence east; having 20 feet front on Chestnut street by 70 feet in depth.	110

NOS.	LOT	DESCRIPTION.
60	7	ALSO, Commencing on the south line of Pfeiffer street, 77 feet 6 inches east of Dupont street, thence east; having 20 feet front on Pfeiffer street by 52 feet 6 inches in depth. 75
61	8	ALSO, Next adjoining No. 7 easterly, same dimensions. 65
62	9	ALSO, Next adjoining No. 6 easterly, same dimensions. 100
63	10	ALSO, Next adjoining No. 9 easterly, same dimensions. 105
64	11	ALSO, Next adjoining No. 8 easterly, same dimensions. 70
		Also,—Subdivision of 50 Vara Lot No. 528
65	1	Commencing on the northwest corner of Lombard and Dupont streets; having 27 feet 6 inches front on Dupont street by 77 feet 6 inches on Lombard street. 420
66	2	ASSO, Next adjoining No. 1 northerly; having 20 feet front on Dupont street by 77 feet 6 inches in depth. 200
67	3	ALSO, Next adjoining No. 2 northerly, same dimensions. 220
68	4	ALSO, Next adjoining No. 3 northerly, same dimensions. 220
69	5	ALSO, Next adjoining No. 4 northerly; having 25 feet front by 137 feet 6 inches in depth. 330
70	6	ALSO, Next adjoining No. 5 northerly, same dimensions. 300
71	7	ALSO, Commencing on the north line of Lombard street, 77 feet 6 inches west of Dupont street, thence west; having 20 feet front on Lombard street by 87 feet 6 inches in depth. 225
72	8	ALSO, Next adjoining No. 7 westerly, same dimensions. 200

NOS.	LOT	DESCRIPTION.
		ALSO,
73	9	Next adjoining No. 8 westerly, same dimensions. 330
		Also,—Subdivision of 50 Vara Lot No. 467
74	1	Commencing on the south line of Greenwich street, 137 feet 6 inches east of Stockton street, thence east 23 feet front on Greenwich street by 137 feet 6 inches in depth.
		ALSO,
75	2	Next adjoining No. 1 easterly, same dimensions.
		ALSO,
76	3	Next adjoining No. 2 easterly, same dimensions.
		ALSO,
77	4	Next adjoining No. 3 easterly, same dimensions.
		ALSO,
78	5	Next adjoining No. 4 easterly, same dimensions.
		ALSO,
79	6	Next adjoining No. 5 easterly; having 22 feet 6 inches front by 137 feet 6 inches in depth.
		Also,—Subdivision of 50 Vara Lot No. 499
80	5	Commencing on the east line of Stockton street, 27 feet 6 inches north of Greenwich street, thence north; having 20 feet front on Stockton street by 97 feet 6 inches in depth. 425
		Also,—Subdivision of 50 Vara Lot No. 434
81	1	Commencing on the south line of Filbert street, 137 feet 6 inches west of Mason street, thence west; having 22 feet 6 inches front on Filbert street by 137 feet 6 inches in depth. 320
		ALSO,
82	2	Next adjoining No. 1 westerly; having 23 feet front on Filber street by 137 feet 6 inches in depth. 370
		ALSO,
83	3	Next adjoining No. 2 westerly, same dimensions. 350
		ALSO,
84	4	Next adjoining No. 3 westerly, same dimensions. 330

NOS.	LOT	DESCRIPTION.	
85	5	ALSO, Next adjoining No. 4 westerly, same dimensions.	310 $
86	6	ALSO, Next adjoining No. 5 westerly, same dimensions.	310 —

Also,—Subdivision of 50 Vara Lot No. 417

NOS.	LOT	DESCRIPTION.	
87	1	Commencing on the northeast corner of Kearny and Union streets; having 27 feet 6 inches front on Union street by 67 feet 6 inches on Kearny street.	750 —
88	2	ALSO, Next adjoining No. 1 easterly; having 25 feet front on Union street by 67 feet 6 inches in depth.	475 ,
89	3	ALSO, Next adjoining No. 2 easterly, same dimensions.	400 -
90	4	ALSO, Next adjoining No. 3 easterly; having 20 feet front on Union street by 87 feet 6 inches in depth.	375 -
91	5	ALSO, Next adjoining No. 4 easterly, same dimensions.	310 -
92	6	ALSO, Next adjoining No. 5 easterly, same dimensions.	285 -
93	7	ALSO, Commencing on the east line of Kearny street, 67 feet 6 inches north of Union street, thence north; having 20 feet front on Kearny street by 77 feet 6 inches in depth.	330 ,
94	8	ALSO, Next adjoining No. 7 northerly; having 25 feet front by 137 feet 6 inches in depth.	350 -
95	9	ALSO, Next adjoining No. 8 northerly, same dimension.	310 ,

Also,—Subdivision of 50 Vara Lot No. 247

NOS.	LOT	DESCRIPTION.	
96	1	Commencing on the south line of Green street, 137 feet 6 inches east of Montgomery street, thence east; having 27 feet 6 inches front on Green street by 137 feet 6 inches in depth.	390 .

NOS.	LOT	DESCRIPTION.	
		ALSO,	
97	2	Next adjoining No. 1 easterly; having 24 feet front on Green street by 137 feet 6 inches in depth.	290
98	3	Next adjoining No. 2 easterly, having 23 feet front on Green street by 137 feet 6 inches in depth.	250
		ALSO,	
99	4	Next adjoining No. 3 easterly, same dimensions.	180

Also,—Subdivisions of 50 Vara Lots Nos. 356 and 359, on Bush and Sutter Sts.

NOS.	LOT	DESCRIPTION.	
100	1	Commencing on the north line of Sutter street, 137 feet 6 inches west of Powell street, thence west; having 23 feet front on Sutter street by 137 feet 6 inches in depth.	675
		ALSO,	
101	2	Next adjoining No. 1 westerly, same dimensions.	615
		ALSO,	
102	3	Next adjoining No. 2 westerly, same dimensions.	625
		ALSO,	
103	4	Next adjoining No. 3 westerly, same dimensions.	600
		ALSO,	
104	5	Next adjoining No. 4 westerly, same dimensions.	600
		ALSO,	
105	6	Next adjoining No. 5 westerly; having 22 feet 6 inches front by 137 feet 6 inches in depth.	600
		ALSO,	
106	7	Commencing on the south line of Bush street, 137 feet 6 inches west of Powell street, thence west; having 23 feet front on Bush street by 137 feet 6 inches in depth.	700
		ALSO,	
107	8	Next adjoining No. 7 westerly, same dimensions.	670
		ALSO,	
108	9	Next adjoining No. 8 westerly, same dimensions.	670
		ALSO,	
109	10	Next adjoining No. 9 westerly, same dimensions.	700

NOS.	LOT	DESCRIPTION.	
		ALSO,	
110	11	Next adjoining No. 10 westerly, same dimensions.	730 $
		ALSO,	
111	12	Next adjoining No. 11 westerly; having 22 feet 6 inches front by 137 feet 6 inches in depth.	810.

Also,—Subdivisions of 50 Vara Lots Nos. 561, 562 and 582.

NOS.	LOT	DESCRIPTION.	
112	2	Commencing on the north line of Stockton Place, 137 feet 6 inches west of Dupont street, thence west; having 20 feet front on Stockton Place by 50 feet in depth.	415 –
		ALSO,	
113	4	Next adjoining No. 2 westerly; having 25 feet front by 50 feet in depth.	375 –
		ALSO,	
114	10	Commencing on the north line of Stockton Place, 155 feet east of Stockton street, thence east; having 25 feet front on Stockton Place by 50 feet in depth.	400 –
		ALSO,	
115	14	Commencing on the north line of Stockton Place, 105 feet east of Stockton street, thence east; having 25 feet front on Stockton Place by 50 feet in depth.	250.
		ALSO,	
116	16	Next adjoining No. 14 westerly, same dimensions.	450 -
		ALSO,	
117	18	Commencing on the east line of Stockton street, 30 feet south of Sutter street, thence south; having 20 feet front on Stockton street by 80 feet in depth.	1,000.
		ALSO,	
118	28	Commencing on the south line of Stockton Place, 80 feet east of Stockton street, thence east; having 20 feet front on Stockton Place by 50 feet in depth.	430.
		ALSO,	
119	32	Commencing on the south line of Stockton Place, 117 feet 6 inches east of Stockton street, thence east; having 20 feet front on Stockton Place by 50 feet in depth.	450.

NOS.	LOT	DESCRIPTION.
		Also,—Subdivision of 100 Vara Lot No. 3.
120	16	Commencing on the south line of Jessie street, 275 feet east of second street, thence east; having 13 feet front on Jessie street by 87 feet in depth. Leased at $5 per month, from mouth to month. 310 $
		ALSO,
121	21	Commencing on the south line of Jessie street, 350 feet east of Second street, thence east; having 15 feet front by 87 feet in depth. Leased at $7 50 per month; lease expires June 15, 1857. 330
		ALSO,
122	28	Commencing on the south line of Jessie street, 275 feet west of First street, thence westerly; having 45 feet front on Jessie street by 87 feet in depth. 3.200 –
		ALSO,
123	30	Commencing on the north line of Mission street, 360 feet east of Second street, thence east; having 22 feet front on Mission street by 100 feet in depth.
		ALSO,
124	32	Commencing on the north line of Mission street, 367 feet west of First street, thence west; having 40 feet front on Mission street by 100 feet in depth;—together with the Cottage House thereon.
		ALSO,
125	33	Next adjoining No. 32 easterly; having 42 feet front by 100 feet in depth. Also, with Cottage House thereon.
		ALSO,
126	34	Next adjoining No. 33 easterly; having 50 feet front by 100 feet in depth. Also, with Cottage House thereon. 2000 –
		Also,—Subdivisons of 100 Vara Lots Nos. 28 and 29.
127	1	Commencing on the north-westerly corner of First and Howard streets, thence northerly; having 25 feet front on First street by 80 feet in depth on Howard. 825 –
		ALSO,
128	2	Next adjoining No. 1 northerly; having 20 feet front on First street by 80 feet in depth. 750

NOS.	LOT	DESCRIPTION.
129	3	ALSO, Next adjoining No. 2 northerly, same dimensions. 560 $
130	10	ALSO, Commencing on the south line of Natoma street, 106 feet westerly from First street, thence westerly, 20 feet front on Natoma street by 80 feet in depth. 1150 -
131	11	ALSO, Next adjoining No. 10 westerly, having 21 feet front by 80 feet in depth; together with the house thereon. Leased at $20 per month, from month to month. 1050
132	12	ALSO, Next adjoining No. 11 westerly; having 21 feet front by 80 feet in depth; together with the house thereon. Leased at $20 per month, from month to month. 1060
133	14	ALSO, Commencing on the south line of Natoma street, 190 feet westerly from First street, thence westerly; having 22 feet 6 inches front by 80 feet in depth. 675 —
134	16	ALSO, Commencing on the south line of Natoma street, 304 feet 6 inches westerly from First street, thence westerly; having 16 1-2 feet front by 80 feet in depth. 575 — Leased at $20 per month; lease expires January 15, 1857.
135	17	ALSO, Next adjoining No. 16 westerly; having 16 1-2 feet front by 80 feet in depth. 600 — Leased at $15 per month; lease expires December 1, 1858.
136	18	ALSO, Next adjoining No. 17 westerly; having 19 feet front by 80 feet in depth. 575 —
137	20	ALSO, Commencing on the south line of Natoma street, 379 feet westerly from First street, thence westerly; having 23 feet front by 80 feet in depth. 710 —
138	21	Next adjoining No. 20 westerly; having 24 feet front by 80 feet in depth. 750 —
139	22	ALSO, Next adjoining No. 21 westerly, same dimensions. 750 —

NOS.	LOT	DESCRIPTION.
140	26	ALSO, Commencing on the north line of Howard street, 80 feet westerly from First street, thence westerly; having 20 feet front on Howard street by 85 feet in depth. 675 $
141	27	ALSO, Next adjoining No. 26 westerly, having 25 feet front by 85 feet in depth. 700 —
142	28	ALSO, Next adjoining No. 27 westerly, same dimensions.
143	29	ALSO, Next adjoining No. 28 westerly, same dimensions.
144	30	ALSO, Next adjoining No. 29 westerly, same dimensions.
145	31	ALSO, Next adjoining No. 30 westerly, same dimensions.
146	32	ALSO, Next adjoining No. 31 westerly, same dimensions.
147	33	ALSO, Next adjoining No. 32 westerly, same dimensions.
148	34	ALSO, Next adjoining No. 33 westerly, same dimensions.
149	35	ALSO, Next adjoining No. 34 westerly, same dimensions.
150	36	ALSO, Next adjoining No. 35 westerly, same dimensions.
151	37	ALSO, Next adjoining No. 36 westerly, same dimensions.
152	38	ALSO, Next adjoining No. 37 westerly, same dimensions.
153	39	ALSO, Next adjoining No. 38 westerly, same dimensions.
154	40	ALSO, Next adjoining No. 39 westerly, same dimensions.

NOS.	LOT	DESCRIPTION.
		ALSO,
155	41	Next adjoining No. 40 westerly, same dimensions.
		ALSO,
156	42	Next adjoining No. 41 westerly, same dimensions.
		ALSO,
157	43	Next adjoining No. 42 westerly, same dimensions.
		ALSO,
158	44	Next adjoining No. 43 westerly, same dimensions.
		ALSO,
159	4	Commencing on the north line of Natoma street, 308 feet 6 inches westerly from First street, thence westerly; having 25 feet front by 75 feet in depth.
		ALSO,
160	5	Commencing on the north line of Natoma street, 283 feet 6 inches westerly from First street, thence easterly; having 47 feet 6 inches front on Natoma street by 75 feet in depth; together with the Cottage House thereon.
		ALSO,
161	6	Next adjoining No. 5 easterly; having 46 feet 6 inches front by 75 feet in depth. Also, with the Cottage House thereon.
		ALSO,
162	7	Next adjoining No. 6 easterly; having 46 feet 6 inches front by 75 feet in depth. Also, with the Cottage House thereon.
		ALSO,
163	8	Next adjoining No. 7 easterly, having 47 feet front by 75 feet in depth. Also, with the Cottage House thereon.
		ALSO,
164	9	Next adjoining No. 8 easterly; having 46 feet front by 75 feet in depth. Also, with the Cottage House thereon.

Also,—Subdivisions of 100 Vara Lots, Nos. 46 and 47.

NOS.	LOT	DESCRIPTION.
165	4	Commencing on the west line of First street, 70 feet south of Howard street, thence southerly; having 20 feet front on First street by 80 feet in depth.

NOS.	LOT	DESCRIPTION.	
		ALSO,	
166	5	Next adjoining No. 4 southerly, same dimensions.	
		ALSO,	
167	6	Next adjoining No. 5 southerly; having 25 feet front on First street by 80 feet in depth. Leased from month to month.	
		ALSO,	
168	7	On the northwest corner of First and Tehama street, thence north; having 30 feet front on First street by 80 feet in depth on Tehama street. Leased from month to month.	1875 —
		ALSO,	
169	8	Commencing on the southwesterly corner of Tehama and First streets, thence southerly; having 25 feet front on First street, by 80 feet in depth on Tehama street.	1610 —
		ALSO,	
170	9	Next adjoining No. 8 southerly; having 25 feet front on First by 80 feet in depth.	735 —
		ALSO,	
171	11	Commencing on the south line of Tehama street, 80 feet west of First street, thence west; having 27 feet front on Tehama street by 75 feet in depth.	825 —
		ALSO,	
172	29	Commencing on the north line of Tehama street, 205 feet west of First street, thence west; having 25 feet front on Tehama street by 80 feet in depth.	750 —
		ASLO,	
173	42	Commencing on the north line of Tehama street, 530 feet west of First street, thence west; having 20 feet front on Tehama street by 80 feet in depth.	850 —
		ALSO,	
174	50	Commencing on the south line of Howard street, 355 feet west of First street, thence west; having 25 feet front on Howard street by 85 feet in depth.	550 /
		ALSO,	
175	52	Commencing on the south line of Howard street, 330 feet west of First street, thence easterly; having 25 feet front on Howard street by 85 feet in depth.	550 —

NOS.	LOT	DESCRIPTION.	
		ALSO,	
176	53	Next adjoining No. 52 easterly, same dimensions.	540 $
		ALSO,	
177	54	Next adjoining No. 53 easterly, same dimensions.	530 —
		ALSO,	
178	55	Next adjoining No. 54 easterly, same dimensions.	550 —
		ALSO,	
179	56	Next adjoining No. 55 easterly, same dimensions.	575 —
		ALSO,	
180	57	Next adjoining No. 56 easterly, same dimensions.	560
		ALSO,	
181	58	Next adjoining No. 57 easterly, same dimensions.	590
		ALSO,	
182	59	Next adjoining No. 58 easterly, same dimensions.	605 —
		ALSO,	
183	60	Next adjoining No. 59 easterly, same dimensions.	640
		ALSO,	
184	61	Next adjoining No. 60 easterly, same dimensions.	640

Also,—Subdivision of 100 Vara Lot No. 6

NOS.	LOT	DESCRIPTION.	
185	5	Commencing on the east line of Third street, 105 feet north of Folsom street, thence north; having 25 feet front on Third street by 80 feet in depth.	
		ALSO,	
186	8	Commencing on the south line of Clementina street, 80 feet east of Third street, thence east; having 25 feet front on Clementina street by 80 feet in depth.	

Also,—Subdivision of 100 Vara Lot No. 5

NOS.	LOT	DESCRIPTION.	
187	8	Commencing on the north line of Tehama street, 80 feet east of Third street, thence easterly; having 25 feet front on Tehama street by 80 feet in depth.	550 —
		ALSO,	
188	10	Next adjoining No. 8 easterly, same dimensions.	480

NOS.	LOT	DESCRIPTION.
189	12	ALSO, Next adjoining No. 10 easterly, same dimensions. 405 $
190	23	ALSO, Commencing on the southeast corner of Tehama and Third streets, thence southerly; having 30 feet front on Third street by 80 feet on Tehama street. 1825
191	26	ALSO, Commencing on the south line of Tehama street, 80 feet east of Third street, thence easterly; having 25 feet front on Tehama street by 80 feet in depth. 370
192	28	ALSO, Commencing on the south line of Tehama street, 130 feet east of Third street, thence easterly; having 25 feet front on Tehama street by 80 feet in depth. 340
193	29	**ALSO,** Next adjoining No. 28 easterly, same dimensions. 340
194	30	ALSO, Next adjoining No. 29 easterly, same dimensions. 350
195	34	ALSO, Commencing on the south line of Tehama street, 255 feet east of Third street, thence east; having 20 feet front on Tehama street by 80 feet in depth. 250

Also,—Subdivisions of 50 Vara Lots Nos. 715 and 716.

NOS.	LOT	DESCRIPTION.
196	4	Commencing on the northwesterly corner of Folsom street and Baldwin Court, thence westerly; having 20 feet front on Folsom street by 80 feet in depth on Baldwin Court.
197	5	ALSO, Next adjoining No. 4 westerly, same dimensions.
198	6	ALSO, Commencing on the west line of Fremont street, 80 feet north of Folsom street, thence northerly; having 25 feet front on Fremont street by 80 feet in depth, to Baldwin Court.
199	10	ALSO, Commencing on the west line of Fremont street, 180 feet north

NOS.	LOT	DESCRIPTION.
		of Folsom street, thence northerly; having 25 feet front on Fremont street by 80 feet in depth, to Baldwin Court.
		ALSO,
200	12	Commencing on the west line of Fremont street, 230 feet north of Folsom street, thence northerly; having 25 feet front on Fremont street by 80 feet in depth, to Baldwin Court.
		ALSO,
201	13	Next adjoining No. 12 northerly; having 20 feet front by 80 feet in depth, to Baldwin Court.
		ALSO,
202	14	Commencing on the west line of Baldwin Court, 275 feet north of Folsom street, thence southerly; having 15 feet front on Baldwin Court by 40 feet in depth.
		ALSO,
203	15	Next adjoining No. 14 southerly, same dimensions.
		ALSO,
204	16	Next adjoining No. 15 southerly, same dimensions.
		ALSO,
205	17	Next adjoining No. 16 southerly, same dimensions.
		ALSO,
206	18	Next adjoining No. 17 southerly, same dimensions.
		ALSO,
207	19	Next adjoining No. 18 southerly, same dimensions.
		ALSO,
208	22	Commencing on the west line of Baldwin Court, 155 feet north of Folsom street, thence southerly; having 15 feet front on Baldwin Court by 40 feet in depth.
		ALSO,
209	23	Next adjoining No. 22 southerly, same dimensions.
		Also,—Subdivisions of 50 Vara Lots Nos. 710 and 548.
210	8	Commencing on the south line of Howard street, 117 feet 6 inches east of First street, thence easterly; having 20 feet front on Howard street by 80 feet in depth.

540

NOS.	LOT	DESCRIPTION.
211	9	ALSO, Next adjoining No. 8 easterly; having 20 feet front on Howard street by 91 feet 8 inches in depth. 580
212	10	ALSO, Next adjoining No. 9 easterly, same dimensions. 610
213	11	ALSO, Next adjoining No. 10 easterly, same dimensions. 580
214	12	ALSO, On the southwest corner of Howard and Fremont streets, thence southerly; having 25 feet 8 inches front on Fremont street by 77 feet 6 inches in depth on Howard street. 1250
215	13	ALSO, Next adjoining No. 12 southerly; having 22 feet front on Fremont street by 77 feet 6 inches in depth. 580
216	14	ALSO, Next adjoining No. 13 southerly, same dimensions. 550
217	15	ALSO, Next adjoining No. 14 southerly, same dimensions. 540

Also,—Subdivisions of 50 Vara Lot No. 717, and Beach and Water Lots Nos. 442, 443, and 444.

NOS.	LOT	DESCRIPTION.
218	1	Commencing on the northeasterly corner of Fremont and Folsom streets, thence northerly; having 27 feet 6 inches front on Fremont street by 75 feet in depth on Folsom street. 1460
219	2	ALSO, Next adjoining No. 1 northerly; having 22 feet front on Fremont street by 75 feet in depth. 575
220	3	ALSO, Next adjoining No. 2 northerly, same dimensions. 575
221	4	ALSO, Next adjoining No. 3 northerly, same dimensions. 575
222	5	ALSO, Next adjoining No. 4 northerly, same dimensions. 550

NOS.	LOT	DESCRIPTION.	
223	6	ALSO, Next adjoining No. 5 northerly, same dimensions.	530
224	7	ALSO, Commencing on the north line of Folsom street, 75 feet east of Fremont street, thence easterly; having 25 feet front by 137 feet 6 inches in depth.	520
225	8	ALSO, Next adjoining No. 7 easterly, same dimensions.	820
226	9	ALSO, Next adjoining No. 8 easterly, same dimensions.	810
227	10	ALSO, Next adjoining No. 9 easterly, same dimensions.	800
228	11	ALSO, Next adjoining No. 10 easterly, same dimensions.	770
229	12	ALSO, On the northwest corner of Beale and Folsom street, thence north; having 27 feet 6 inches front on Beale street by 75 feet in depth on Folsom street.	775
230	13	ALSO, Next adjoining No. 12 northerly; having 22 feet front on Beale street by 75 feet in depth.	1300
231	14	ALSO, Next adjoining No. 13 northerly, same dimensions.	625
232	15	ALSO, Next adjoining No. 14 northerly, same dimensions.	610
233	16	ALSO, Next adjoining No. 15 northerly, same dimensions.	560
234	17	ALSO, Next adjoining No. 16 northerly, same dimensions.	550
		Also,—Subdivisions of 100 Vara Lot No. 58, being the late magnificent Residence of the Deceased.	
235	2	Commencing on the north line of Folsom street, 95	

NOS.	LOT	DESCRIPTION.
4,250		feet west of Second street, thence westerly, having 90 feet front on Folsom street by 135 feet in depth. This Lot has upon it a large number of natural growth Evergreen Trees; also, Fruit Trees and Flowering Shrubs.
		ALSO,
236 5,100	3	Next adjoining No. 2 westerly, same dimensions.—This lot adjoins the splendid Residence of John Parrott, Esq., and is also provided with a large number of Fruit and Evergreen Trees, Flowering Shrubs and Grape Vines.
		ASLO,
236½ 10,000	4	Commencing on the west line of Second street, 135 feet north of Folsom street, thence westerly, having 140 feet front on Second street by 275 feet in depth. This lot has upon it the elegant Cottage Residence of the late CAPTAIN FOLSOM, containing Bath Rooms, with Gas and Water Pipes throughout. Also, a large Conservatory, a well finished two-story Stable, with Carriage House attached, and an inexhaustible Artesian Well; besides a highly cultivated Garden containing a large number of Fruit Trees, a great variety of valuable Plants, and upwards of 300 Grape Vines.

Also,—Subdivision of 100 Vara Lot No. 49.

NOS.	LOT	DESCRIPTION.
237 2,675	5	Next adjoining No. 4 (Residence) northerly; having 27 feet 6 inches front on Second street by 85 feet in depth, together with the convenient two-story, lath and plastered Dwelling House thereon,—at present occupied by George N. Shaw, Esq.

Also,—Subdivision of 100 Vara Lot No. 12, Southeast Corner of Mission and Third streets.

NOS.	LOT	DESCRIPTION.
238 900	3	Commencing on the south line of Minna street, 77 feet 6 inches east of Third street, thence east; having 20 feet front on Minna street by 80 feet in depth, to Sherwood Place.
		ALSO,
239 2,475	6	Commencing on the southeast corner of Minna and Third streets, thence southerly; having 30 feet front on Third street by 77 feet 6 inches in depth on Minna street.

NOS.	LOT	DESCRIPTION.
		ALSO,
240	10	Commencing on the east side of Third street, 80 feet south of Mission street, thence northerly; having 25 feet front on Third street by 77 feet 6 inches in depth. 1275
		ALSO,
241	11	Next adjoining No. 10 northerly, same dimensions. 1475
		ALSO,
242	12	On the southeast corner of Mission and Third streets, thence southerly, having 30 feet front on Third street by 77 feet 6 inches on Mission street. 3,500
		ALSO,
243	13	Commencing on the south line of Mission street, 77 feet 6 inches east of Third street, thence east; having 20 feet front on Mission street by 80 feet in depth. 825
		ALSO,
244	14	Commencing on the north line of Minna street, 77 feet 6 inches east of Third street, thence east; having 20 feet front on Minna street by 80 feet in depth. 760
		ALSO,
245	15	Next adjoining No. 13 easterly, same dimensions. 900
		ALSO,
246	16	Next adjoining No. 14 easterly, same dimensions. 770
		ALSO,
247	17	Next adjoining No. 15 easterly, same dimensions. 940

Also,—Subdivision of Fractional 50 Vara Lot No. 551.

NOS.	LOT	DESCRIPTION.
248	1	Commencing on the southwesterly corner of Sutter and Sansome streets, thence southerly 18 feet 8 1-2 inches, to Market street, thence southwesterly along Market street 67 feet 5 inches, thence northerly 57 feet to Sutter street, and thence easterly 55 feet 9 1-2 inches to the beginning. Leased at $125 per month; lease expires on the 15th September, 1858, with privilege of renewal for two years, at a rate of rent to be fixed by disinterested parties.
		ALSO,
249	2	Next adjoining No. 1 westerly; having 18 feet 6 inches on Market street and 14 feet 2 1-2 inches on Sutter street. 1100

NOS.	LOT	DESCRIPTION.
250 1,350	3	ALSO, Next adjoining No. 2, having 24 feet 6 inches front on Market street, 43 feet 2 inches in depth on the westerly line, 20 feet rear, and 28 feet 4 1-2 inches on the easterly line. Leased at $30 per month; lease expires October 2d, 1857, with privilege of renewing for two years at same rate.
251 1400	4	ALSO, Next adjoining No. 2 on Sutter street; having 20 feet front on Sutter street by 40 feet in depth.
252 1900	5	ALSO, Next adjoining Nos. 3 and 4 westerly; having 24 feet 6 inches front on Market street and 20 feet front on Sutter street.
253 1750	6	ALSO, Next adjoining No. 5, on Market street; having 34 feet 10 1-2 in. front on Market street, 60 feet 6 in. in depth on the westerly line, 27 feet 6 inches rear, and 40 feet 3 inches on the easterly line.
254 1500	7	ALSO, Next adjoining No. 5, on Sutter street; having 27 feet 6 inches front on Sutter street by 57 feet in depth. Leased at $30 per month; lease expires February 1st, 1857, with privilege of renewing for three years, at a rate to be fixed by disinterested parties.

Also,—Subdivisions of Beach and Water Lots Nos. 263 and 264.

NOS.	LOT	DESCRIPTION.
255 2,550	7	Commencing on the northerly line of Bush street, 97 feet 6 inches west of Battery street, thence westerly, having 20 feet front on Bush street by 80 feet in depth. Leased, from month to month, at $40 per month.
256 2,300	8	ALSO, Next adjoining No. 7 westerly, same dimensions. Leased, from month to month, at $40 per month.

Also,—Subdivisions of Beach and Water Lots Nos. 367, 368, 375 and 376.

NOS.	LOT	DESCRIPTION.
257 4,050	1	Commencing on the northeasterly corner of First and Natoma streets, thence northerly; having 40 feet front on First street by 80 feet in depth on Natoma street. Leased, at $45 per month, from month to month.

NOS.	LOT	DESCRIPTION.
		ALSO,
259	2	Next adjoining No. 1 northerly; having 35 feet front on First street by 80 feet in depth. 2150
		ALSO,
260	3	Commencing on the north line of Natoma street, 80 feet east of First street, thence east; having 25 feet front on Natoma street by 75 feet in depth. 700
		ALSO,
261	4	Next adjoining No. 3 easterly, same dimensions. 695
		ALSO,
262	5	Next adjoining No. 4 easterly, same dimensions. 710
		ALSO,
263	6	Next adjoining No. 5 easterly, same dimensions. 710
		ALSO,
264	7	Next adjoining No. 6 easterly, same dimensions. 790
		ALSO,
265	8	On the northwest corner of Fremont and Natoma streets, thence north; having 25 feet front on Fremont street by 70 feet in depth on Natoma street. 1,400
		ALSO,
266	9	Next adjoining No. 8 northerly, same dimensions. 800
		ALSO,
267	10	Next adjoining No. 9 northerly, same dimensions. 825
		Also,—The following Valuable Beach and Water Lots in the Block bounded by Fremont, Howard, Beale, and Mission streets:
268	379	Commencing on the east line of Fremont street, 137 feet 6 inches north of Howard street, thence north; having 45 feet 10 inches front on Fremont street by 137 feet 6 inches in depth. 1325
		ALSO,
269	374	Next adjoining No. 379 northerly, same dimensions. 1350
		ALSO,
270	369	Next adjoining No. 374 northerly, same dimensions. 1350

NOS.	LOT	DESCRIPTION.
		ALSO,
271	364	Next adjoining No. 369 northerly, same dimensions. 1400
		ALSO,
272	363	Commencing on the west line of Beale street, 229 feet 2 inches south of Mission street, thence south; having 45 feet 10 inches front on Beale street by 137 feet 6 inches in depth. 1600
		ALSO,
273	370	Next adjoining No. 363 southerly, same dimensions. 1600
		ALSO,
274	373	Next adjoining No. 370 southerly, same dimensions. 1650
		ALSO,
275	380	Next adjoining No. 373 southerly, same dimensions. 1650
		Also,—The Northerly Half of 50 Vara Lot No. 96, on Stockton street.
276	1	Commencing on the west line of Stockton street, 68 feet 9 inches north of Clay street, thence north; having 68 feet 9 inches front on Stockton street by 137 feet 6 inches in depth. 9,800
		Also,—Lot on Washington street.
277	102	The undivided half interest in and to that splendid 50 Vara Lot No. 102, situated on the south side of Washington street, between Stockton and Powell streets. 5000
		Also,—Subdivisions of 50 Vara Lot No. 55.
278	5	Commencing on the northerly line of Sacramento street, 137 feet 6 inches west of Kearny street, thence westerly; having 23 feet front on Sacramento street by 60 feet in depth. 4000 Leased, from month to month, at $92 per month.
		ALSO,
279	7	Commencing on the south line of Commercial street, 275 feet west of Kearny street, thence easterly; having 18 feet 6 inches front by 40 feet in depth. 1,150

OS. | LOT | DESCRIPTION.

ALSO,

280 That magnificent and very valuable piece of property known as the Union Theatre, situated on Commercial street, between Kearny and Dupont street. The lot commences 137 feet 6 inches west of Kearny street, thence west; having 80 feet front by 60 feet in depth. The building is substantially built of brick, and has all the appliances necessary for Theatrical Exhibitions.

8.500

Also,—Subdivision of 50 Vara Lot No. 139.

281 9 Commencing on the north line of Summer street, 92 feet 6 inches west of Montgomery street, thence west; having 20 feet front on Summer street by 59 feet in depth.

7.125

Also,—Subdivision of 50 Vara Lot No. 206.

282 3 Commencing on the west line of Sansome street, 51 feet 6 inches north of Pine street, thence north; having 15 feet front on Sansome street by 87 feet 6 inches in depth.

Leased at $40 per month, from month to month.

1.700

Also,—Lot on Leidesdorff street, between California and Sacramento streets.

283 10 Commencing on the west line of Leidesdorff street, 64 feet south of Sacramento street, thence southerly; having 16 feet front on Leidesdorff street by 27 feet 3 inches in depth.

Leased, from month to month at $25 per month.

1.725

Also,—Valuable Lot on the Southwest Corner of Sansome and Sacramento sts.

284 1 Commencing on the southwest corner of Sansome and Sacramento streets, thence south; having 62 feet 6 inches front on Sansome street by 75 feet in depth on Sacramento street;—together with one-third interest in the splendid Three-Story, A No. 1, Fire-Proof Brick Building erected thereon.

24.500

This lot is leased to L. Maynard, Esq., for one-third the net rents received from the building. The lease will expire on the first day of July, 1863, when the land and buildings thereon are to be separately appraised at what shall be then their real value, and whichever party shall bid

NOS. | LOT | DESCRIPTION.

for the other's property, the highest per centage on said appraised value, shall become the purchaser thereof. The appraisement to be made by three disinterested persons, one of whom to be selected by each of the parties, and the third by the two so chosen.

For further particulars, see the lease.

The purchaser of this property will receive one-third of the net rents of the building as ground rent; also, one-third of the remainder for his ownership in the building.

Also,—Custom-House Block Property.

285 Commencing on the southeast corner of Sacramento and Sansome streets; thence east, along Sacramento street, 185 feet; thence south, parallel with Sansome street, 124 feet, to Halleck street; thence west, on Halleck street, 25 feet; thence north 54 feet; thence west, parallel with Sacramento street, 120 feet; thence south 10 feet; thence west 40 feet, to Sansome street; and thence north 80 feet, to the beginning.

47,500

This lot is leased to L. Maynard, Esq., and is covered by the magnificent building known as "CUSTOM-HOUSE BLOCK." The lot receives one-third of the net rents of the building as ground rent. The lease will expire on the 1st day of July, 1863, when the land and buildings thereon are to be separately appraised at what shall then be their real value, and whichever party shall bid for the other's property the highest per centage on said appraised value, shall become the purchaser thereof. The appraisement to be made by three disinterested persons, one of whom to be selected by each of the parties and the third by the two so chosen.

For further particulars, see the lease.

With the lot will also be sold one-sixth interest in the buildings. The purchaser will therefore also receive one-sixth of the net rents (after deducting the ground rent) for his ownership in the buildings.

Also,—City Market Property.

286 Commencing on the southwest corner of Battery and Sacramento streets, thence south; having 124 feet front on Battery street by 90 feet on Sacramento street and 90 feet on Halleck streets.

46.500

This lot is leased to the "City Market Company," and is occupied by the brick building known as the "CITY

NOS. | LOT | DESCRIPTION.

46,500

MARKET," the lessor receiving one-third of the net rents, collected from the tenants, as ground rent. The lease will expire on or about the 15th day of December, 1856, when "the value of the lot of land shall be appraised by three disinterested land-owners in San Francisco; and the value of the said Market House shall be appraised by three disinterested architects or builders; in both of which cases one shall be chosen by each of the parties hereto, and the third shall be chosen by the two so selected; and after such appraisal, which shall be final and binding upon both parties, the party who shall give the largest bonus for the privilege of purchasing the other's interest in the premises shall have both the house and lot."

For further particulars, see the lease, at the office of the Executors.

Also,—Valuable Lot on the Southwest Corner of Battery and Halleck streets.

287 Commencing on the southwest corner of Battery and Halleck streets, thence south; having 54 feet front on Battery street by 70 feet in depth on Halleck street.

12,300

This lot is leased to Messrs. Easterly & Graves until the 15th day of May, 1857, at a rate of rent to be assessed by disinterested parties yearly. At the expiration of the first term, the lessees have the privilege of renewal for an additional term of five years, at a rate of rent to be fixed yearly by disinterested parties; or, should they not desire to renew their lease, then the lot and buildings are to be separately valued: the lot, by two owners of real estate in San Francisco, and the buildings by two builders, or architects; in both of which cases, the arbiters shall be selected by the lessor and lessees, and shall have the right to select a third, in case of disagreement; and after such valuation is made, the lot and buildings shall be put up at auction between the lessor and lessees, and the one who shall bid the highest per centage over and above the assessed value of the other's interest, shall become the purchaser thereof, and shall pay the said assessment and premium to the other party in cash.

For further particulars, see the lease.

NOS.	LOT	DESCRIPTION.
		Also,—Valuable Property on Halleck st., between Sansome and Battery sts.
288 1.600	2	Commencing on the south line of Halleck street, 45 feet east of Sansome street, thence east; having 23 feet 8 inches front on Halleck street by 54 feet in depth.
		ALSO,
289 1.200	7	Commencing on the south line of Halleck street, 113 feet 2 inches east of Sansome street, thence east; having 20 feet front on Halleck street by 54 feet in depth.
		ALSO,
290 1.100		The right, title, and interest of the Estate in and to 50 vara lot No. 278, situated on the northwest corner of Montgomery and Pine streets.
		ALSO,
		☞ For description of Lots in the TOWN OF FOLSOM, and the RANCHO DE LOS AMERICANOS, in Sacramento County, see next page.

The Folsom Estate—Confirmation of the Sale.

The sale of this valuable estate was continued yesterday, at the Musical Hall, by Messrs. Selover, Sinton & Co., and the balance, that portion of it advertised for the first sale, was all disposed of. The attendance yesterday was very large, and the interest was equal to the preceding day, and the bidding quite as spirited as at the commencement of the sale. The most desirable part of the property was offered yesterday, and brought such prices as really would seem to indicate that real estate is somewhat improving in San Francisco.

Before the commencement of the sale yesterday, Capt. Hallock, one of the Executors came forward and informed the purchasers that all monies paid over to the executors on account of the purchases, would be held as a special deposit in trust until the Probate Court should confirm the sale, and make it all strictly in conformity with the law in every particular. Those who preferred to deposit the money in bank could do so, and they would give receipts for the certificates of deposit the same as for the cash. He also said that all monies paid in would, according to law, go to liquidate the mortgages or leins upon the property. The effect of the sale was precisely the same as the foreclosure of a mortgage. This money could not be appropriated for any other purpose.

(A voice.) How is it about the Government claim?

Ans. If there is any claim, it is against the whole estate, and is not a lien upon the property.

After selling a few small lots on Tehama street, the

HOWARD AND FIRST STREET PROPERTY

was offered; 30x77 6, on the corner, sold for $2,200, to J. M. Moss; next lot on First street, 25x77 6, $1,175, do; next, same size, $1,025, do.; next one, 27 6x137 6, $1,625, by H. Breslan & Co.; the next one, 27 6x137 6, $2,025, to Judge Pratt. Ten lots fronting on Howard street, about 20x80 each, sold for about $700 each.

MONTGOMERY STREET PROPERTY.

The very desirable corner of Montgomery and California streets, at present occupied by Messrs. Jones & Middleton, and others, brought following prices: 35 feet on Montgomery, by 100 on California, $17,250; and was bought by J. M. Moss, of Pioche, Bayorque & Co.; the adjoining lot on the south, 24x60, $6,250, by John Grant; next lot, 20x60, $5,100, by John W. Tucker; next lot, 20x72, $4,800, by R. P. Johnson; next lot 25x72, being the corner of Summer street, $6,800, by Geo. Howard; 20x65 on California street, 100 feet west of Montgomery street, $2,650, by J. M. Moss; adjoining lot 17½x65, $1,925, by Joseph Frontin; 25x59 on Summer street, in rear of above, $1,400, by Joseph Frontin; 20x59, adjoining, $1,400, by A. Kelner; adjoining lot, same dimensions, $1,700.

This comprises the whole 50 vara lot on that corner, except one half of Summer street, which takes off 12½ feet from its southerly side, and brought in the aggregate $49,275.

KEARNY ST. PROPERTY.

Lot on the southwest corner Kearny and Clay st., opposite the Plaza, 30 ft. on Kearny st. by 100 ft. deep, $19,000, by Judge S. Heydenfeldt. Adjoining on the south, 19x50, $6,200, by Judge S. Heydenfeldt. Next lot, 21x50, $6,300, by Dr. L. Birdsall. Next lot, and the corner Commercial st., 30x50, $10,000, by Mr. Newhall.

CLAY AND COMMERCIAL ST. PROPERTY.

Lot on Clay st., 50 feet west of Kearny, 31.6x65, $8,100, by G. H. Williams. In the rear of the last, and fronting on Commercial st., 21.6x55, $2,100, by Mr. Newhall. Lot adjoining on the west, 20x55, $1,825, T. J. Baldwin. Lot in rear of last, fronting on Clay st., 30x65. $7,850, Mrs. J. E. May. Lot west of last, 30x60, $6,200, Dr. Birdsall. Lot adjoining, 31x60, $5,875, by Dr. R. E. Cole. Next lot above, 22 ft. front on Clay, and extending through to Commercial st., $6,000, by A. J. Taylor. The lots on Commercial st. between Kearny and Dupont averaged about $75 per front foot, and that upon Clay st. about $200 per front foot of 60 ft. depth.

SACRAMENTO ST. PROPERTY.

House and lot in Sacramento st. between Kearny and Dupont, 53.6x80, with fine improvements, $6,700, by Whitmore & Northum. Lot adjoining on the east, 22x60, $2,550, by A. S. Rosenbaum. Lot east, adjoining, 16x60, $1,800, by J. Frontin. Lot adjoining, 23x60, $2,900, J. Frontin. Lot adjoining, same size, $3,275, by H. Kester. Lot in rear of last and fronting on Commercial st., 38x40, $2,400, by J. Frontin.

TEHAMA HOUSE.

The Tehama House building was sold for $2,100,

CALIFORNIA AND SANSOME STREET PROPERTY.

Northwest corner California and Sansome streets, 30x67.6, $9100, Newhall; 25x67, adjoining, on Sansome, $5000, do; next adjoining, same size, $6000, J. L. Riddle; next lot; 20x67.6, $5100, do; the next, 24x67.2, being the corner of Halleck st., $8100, do; two lots fronting on Halleck street, 20x44 each, $1150 and $1325, also by J. L. Riddle; 25x80 on California, 107.6 west of Sansome, $6000, to C. Curry, adjoining the last on the west, and being the corner of Leidesdorff street, 30x80, $8100, Joseph Brothers; 44 feet on Leidesdorff by 30 on Halleck street, $3050, Mrs. Morris; 48x80 on Sacramento street, 75 feet west of Sansome, $16,600, Bolton, Barron & Co. (This lot is leased to Oct. 1858, at $325 per month.) Northeast corner of Leidesdorff and Halleck streets, 25x55, $3750, Thomas Callan. Several lots were sold on Leidesdorff and Halleck streets, at about $150 to $200 per foot front.

AMERICAN THEATRE.

Lot, 44 feet on Sansome by 160 on Halleck street, with the Theatre buildings, which are leased from month to month, and yield about $1400 per month, sold for $31,100, to Lloyd Tevis.

CALIFORNIA STREET PROPERTY.

Lot, 25x70 on California street, 45 feet east of Sansome, $3500, M. Hullman; in the rear of last, fronting on Halleck street, 24x54, $1875, G. Gibbs; southeast corner of Sansome and Halleck streets, 34x45, $8775, Newhall; 24x70 on California, below Sansome, $4000, J. Forrest; in the rear, 24x54, $1500, do.

PINE AND SANSOME.

Northwest corner of Pine and Sansome, 38x87, $5,500, Wm. E. Dennis; 16x87, adjoining on Sansome, $2,400, J. Slicer; 15x87, next to last, $2000, J. Forrest; 30x87, next to last, $5,500; next one, 18x87, $2000, N. Matthews.

BATTERY STREET PROPERTY.

Northwest corner of Bush and Battery, 30x77½, $6,050, James Grant; 25x77½, adjoining the last, $2,975, C. O'Connor; the next, same size, $2,700, Winslow and Williams; next adjoining, 25x137½, $3,225, W. G. Pearson; next adjoining, 32½x137½, $6000, Wm. Code; 20x80, on Bush street, 77½ west on Battery street, $2,025, W. H. Clark; next adjoining, same size, $2,450, W. E. Dennis; adjoining, same size, $2,600 do.

The bidding was active during the entire sale, and the prices were full up to the expectations of the Executors. The total amount of the sales amounted to $607,605, being $7,605 more than the estimation of the Executors.

CATALOGUE.

EXECUTORS' SALE

OF PARTS OF THE

FOLSOM ESTATE,

CONSISTING OF LOTS IN THE

CITY OF SAN FRANCISCO.

SALES TO TAKE PLACE IN SAN FRANCISCO, AT

MUSICAL HALL, on Bush Street,

BETWEEN MONTGOMERY AND SANSOME,

Thursday, Nov. 13, 1856

Commencing at 10 o'clock, A.M.

The undersigned, Executors of the Last Will and Testament of JOSEPH L. FOLSOM, deceased, being thereto authorized by an order of the Probate Court of the County of San Francisco, made on the 6th day of October, A. D., 1856, will sell at Public Auction, to the highest bidder, on Thursday, the 13th day of November, A. D., 1856, the within described Property, situated in the City of San Francisco, being part of the Real Estate of the said Joseph L. Folsom, deceased.

TIME AND PLACE OF SALE.

The Sale will take place at Musical Hall, on Bush Street, on Thursday, the 13th day of November, A. D., 1856, and will commence at 10 o'clock, A. M., and will be continued from day to day, if necessary, until finished.

TERMS OF SALE.

The Terms of Sale, as by order of the Probate Court, will be one-half in CASH, and one-half in NINETY DAYS, bearing interest at the rate of one per cent. per month, and to be secured by note and mortgage on the land sold, or the whole in Cash, at the option of the purchaser. All sums required to be paid in Cash must be paid on the day after the sale, when purchasers will received receipts for the same, to hold until the sales are confirmed by the Probate Court, when deeds will be issued. Purchasers who shall fail to pay their notes and mortgages when due, will be charged two per cent. per month after maturity, and until such notes and mortgages can be collected. The acts of sale and security shall be at the expense of the purchasers. The credits allowed shall begin to run from the day of sale.

N. B.—According to the provisions of the "Act to regulate the settlement of the Estates of Deceased Persons," the sales made by the Executors will be reported to the Probate Court at the term which will commence on the third Monday in November, 1856, being the seventeenth day of the month, and an Order prayed for confirming the sales and directing conveyances to be made. But, so far as rents and profits of the property are concerned, they will, in all cases where the Sale is confirmed, belong to the purchaser from the day on which the property was knocked down at Auction.

Maps can be seen and Catalogues of the Property obtained at the office of the Auctioneers, No. 102 Merchant Street.

H. W. HALLECK,
A. C. PEACHY
P. W. VAN WINKLE, } Executors of the Estate of the late J. L. Folsom, deceased.

A. A. SELOVER, R. H. SINTON, H. A. COBB.

SELOVER, SINTON & CO.
REAL ESTATE AND STOCK AUCTIONEERS,
102 Merchant Street, San Francisco.

EXCELSIOR STEAM POWER PRESSES, No. 151 CLAY STREET.

Cat of Jos L. Folsom sale Feby 19/57

CATALOGUE.

of lots in San Francisco belonging to the Estate of Jos. L. Folsom sold [illegible] 1857

NOS	LOT	DESCRIPTION.
		Subdivision of 50 Vara Lot No. 499.
1	1	COMMENCING on the east line of Stockton street 137½ feet north of Greenwich, thence south on Stockton street 25 feet front by 137½ feet in depth.
		ALSO,
2	2	Next adjoining No. 1 southerly, same dimensions.
		ALSO,
3	3	Next adjoining No. 2 southerly, 20 feet on Stockton street by 97½ feet in depth.
		ALSO.
4	4	Next adjoining No. 3 southerly, same dimension.
		ALSO,
5	5	Next adjoining No. 4 southerly, some dimensions.
		ALSO.
6	6	On the north-east corner of Stockton and Greenwich streets, 27½ feet front on Stockton, by 97½ feet on Greenwich street.
7	1	**Also, Subdivision of 100 Vara Lot No. 3.**
		Commencing on the north line of Jessie street, at its point of intersection with the easterly line of original 100 vara Lot No. 3, thence westerly along said north line of Jessie street 12 feet front by 62 feet in depth.
		Leased at $9 per month ; lease expires February 15th, 1857.

NOS	LOT	DESCRIPTION.
8	2	ALSO, Next adjoining No. 1 westerly, nineteen feet front on Jessie st. by sixty-two feet in depth. Leased at $9 per month ; lease expires May 15th, 1857.
9	3	ALSO, Next adjoining No. 2 westerly, 16 feet front on Jessie street by 62 feet in depth. Leased at $7 50 per month ; lease expires May 15th, 1857.
10	4	ALSO, Next adjoining No. 3 westerly, 18 feet front on Jessie street by 62 feet in depth. Leased at $7 50 per month; lease expires Feb. 15th, 1857.
11	5	ALSO, Next adjoining No. 4 westerly, 19 feet front on Jessie street by 62 feet in depth. Leased at $9 per month; lease expires April 15th, 1858.
12	6	ALSO, Next adjoining No. 5 westerly, 15 feet front on Jessie street by 62 feet in depth. Leased at $7 50 per month; lease expires April 15th, 1857.
13	7	ALSO, Next adjoining No. 6 westerly, 16 feet front on Jessie street by 62 feet in depth. Leased at $8 per month, from month to month.
14	8	ALSO, Next adjoining No. 7 westerly, 19 feet front on Jessie street by 62 feet in depth. Leased at $8 50 per month, from month to month.
15	9	ALSO, Next adjoining No. 8 westerly, 25 feet front on Jessie street by 62 feet in depth. Leased at $12 50 per month; expires August 15th, 1856.
16	10	ALSO, Next adjoining No. 9 westerly, 21 feet front on Jessie street by 62 feet in depth. Leased at $10 per month, from month to month.
17	11	ALSO, Next adjoining No. 10 westerly, 12 feet front on Jessie street by 62 feet in depth. Leased at $6 per month fron month to month.

NOS	LOT	DESCRIPTION.
18	12	ALSO, Next adjoining No. 11 westerly, 23 feet front on Jessie street by 62 feet in depth. Leased at $8 per month, from month to month.
19	13	ALSO, Next adjoining No. 12 westerly, 20 feet front on Jessie street by 62 feet in depth. Leased at $10 per month; expires May 15th, 1857.
20	14	ALSO, Next adjoining No. 13 westerly, 20 feet front on Jessie street by 62 feet in depth. Leased at $10 per month; expires June 15th, 1857.
21	15	ALSO, Next adjoining No. 14 westerly, 20 feet front on Jessie street by 62 feet in depth. Leased at $7 50 per month; expires 15th May, 1857.
22	16	ALSO, Commencing on the south line of Jessie street, at its point of intersection with the westerly line of *original* 100 *vara lot No.* 3, thence easterly along said south line of Jessie street, 13 feet front by 87 feet in depth. Leased at $5 per month; expires April 15th, 1856.
23	17	ALSO, Next adjoining No. 16 easterly, 25 feet front on Jessie street by 87 feet in depth. Vacant.
24	18	ALSO, Next adjoining No. 17 easterly, 13 feet front on Jessie street by 87 feet in depth. Leased at $6 50 per month; expires June 15th, 1856.
25	19	ALSO, Next adjoining No. 18 easterly, 10 feet front on Jessie street by 87 feet in depth. Leased at $5 per month; expires June 15th, 1857.
26	20	ALSO, Next adjoining No. 19 easterly, 14 feet front on Jessie street by 87 feet in depth. Leased at $7 per month; expires March 1st, 1856.

NOS	LOT	DESCRIPTION.
27	21	ALSO, Next adjoining No. 20 easterly, 15 feet front on Jessie street by 87 feet in depth. Leased at $7 50 per month; expires June 15th, 1857.
28	22	ALSO, Next adjoining No. 21 easterly, 12 feet front on Jessie street by 87 feet in depth. Leased at $6 per month; expires June 15th 1857.
29	23	ALSO, Next adjoining No. 22 easterly, 15 feet front on Jessie street by 87 feet in depth. Vacant.
30	24	ALSO, Next adjoining No. 23 easterly, 13 feet front on Jessie street by 87 feet in depth. Leased at $6 per month, from month to month.
31	25	ALSO, Next adjoining No. 24 easterly, 15 feet front on Jessie street by 87 feet in depth. Leased at $11 25 per month; expires April 15th, 1857.
32	26	ALSO, Next adjoining No. 25 easterly, 36 feet front on Jessie street by 87 feet in depth. Leased at $15 per month, from month to month.
33	27	ALSO, Next adjoining No. 26 easterly, 49 feet front on Jessie street by 87 feet in depth. Leased at $20 per month; expires April 15th, 1858.
34	28	ALSO, Next adjoining No. 27 easterly, 45 feet front on Jessie street by 87 feet in depth.
35	29	ALSO, Commencing on the north line of Mission street, 132 feet west of the point of intersection of the north line of Mission street and the easterly line of 100 vara lot No. 3, thence westerly 36 feet front on Mission street by 100 feet in depth, together with dwelling, out houses, &c., belonging thereto.

NOS	LOT	DESCRIPTION.
		ALSO,
36	39	Next adjoining No. 29 westerly, having 22 feet front on Mission street by 100 feet in depth.
		ALSO,
37	31	Commencing on the north line of Mission street at its point of intersection with the westerly line of 100 vara lot No. 3, thence easterly 37 feet front on Mission street by 100 feet in depth.

Also, Subdivision of 50 Vara Lots, Numbers 561, 562 and 582.

NOS	LOT	DESCRIPTION.
38	1	Commencing on the south line of Sutter street, 137½ feet west of Dupont, thence west 20 feet front on Sutter street, by 70 feet in depth. Leased at $20 per month; expires September 1st, 1856.
		ALSO,
39	2	Commencing on north line of Stockton Place, 137½ feet westerly of Dupont, thence west 20 feet front on Stockton Place by 50 feet in depth.
		ALSO,
40	3	Next adjoining No. 1 westerly, 25 feet front on Sutter by 70 feet in depth. Leased at $15 per month; expires February 15th, 1857.
		ALSO,
41	4	Next adjoining No. 2 westerly, 25 feet front on Stockton Place by 50 feet in depth.
		ALSO,
42	5	Next adjoining No. 3 westerly, 25 feet front on Sutter by 70 feet in depth.
		ALSO,
43	6	Next adjoining No. 4 westerly, 25 feet front on Stockton Place by 50 feet in depth.
		ALSO,
44	7	Next adjoining No. 5 westerly, 25 feet front on Sutter street by 70 feet in depth.
		ALSO,
45	8	Next adjoining No. 6 westerly, 25 feet front on Stockton Place by 50 feet in depth.

NOS	LOT	DESCRIPTION.
46	9	ALSO, Next adjoining No. 7 westerly, 25 feet front on Sutter Street by 70 feet in depth. 12x60 feet of this lot leased at $9 30 per month; expires July 1st, 1856.
47	10	ALSO, Next adjoining No. 8 westerly, 25 feet front on Stockton Place by 50 feet in depth.
48	11	ALSO, Next adjoining No. 9 westerly, 25 feet front on Sutter street by 70 feet in depth.
49	12	ALSO, Next adjoining No. 10 westerly, 25 feet front on Stockton Place by 50 feet in depth.
50	13	ALSO, Next adjoining No. 11 westerly, 25 feet front on Sutter street by 70 feet in depth. Leased at $18 75 per month; expires June 1st, 1858.
51	14	ALSO, Next adjoining No. 12 westerly, 25 feet front on Stockton Place by 50 feet in depth.
52	15	ALSO, Next adjoining No. 13 westerly, 25 feet front on Sutter street by 70 feet in depth. Leased at $18 75 per month; expires June 15th, 1856.
53	16	ALSO, Next adjoining No. 14 westerly, 25 feet front on Stockton Place by 50 feet in depth.
54	17	ALSO, On the south-east corner of Stockton and Sutter streets, 30 feet front on Stockton by 80 feet on Sutter street. 25x60 feet leased at $50 per month; expires Nov. 1st, 1857.
55	18	ALSO, Next adjoining No. 17 southerly, 20 feet front on Stockton street by 80 feet in depth.
56	19	ALSO, Next adjoining No. 18 southerly, 20 feet front on Stockton street by 80 feet in depth.

NOS	LOT	DESCRIPTION.
57	20	ALSO, Next adjoining No. 19 southerly, 20 feet front on Stockton street by 80 feet in depth.
58	21	ALSO, On the north-east corner of Stockton street and Stockton Place, 30 feet front on Stockton street by 80 feet in depth on Stockton Place.
59	22	ALSO, On the south-easterly corner of Stockton street and Stockton Place, 30 feet front on Stockton street by 80 feet on Stockton Place.
60	23	ALSO, Next adjoining No. 22 southerly, 20 feet on Stockton street by 80 feet in depth.
61	24	ALSO, Next adjoining No. 23 southerly, 20 feet on Stockton street by 80 feet in depth.
62	25	ALSO, Next adjoining No. 24 southerly, 20 feet on Stockton street by 80 feet in depth.
63	26	ALSO, On the north-east corner of Post and Stockton streets, 30 feet front on stockton street by 80 feet front on Post street
64	27	ALSO, Commencing on the north line of Post street, 80 feet east of Stockton street, thence east 20 feet on Post street by 70 feet in depth. Leased at $15 per month; expires April 1st, 1857.
65	28	ALSO, Commencing on the south line of Stockton Place, 80 feet east of Stockton street, thence east 20 feet on Stockton Place by 50 feet in depth.
66	29	ALSO, Next adjoining No. 27 easterly, 17½ feet front on Post street by 70 feet in depth.
67	30	ALSO, Next adjoining No. 28 easterly, 17½ feet front on Stockton Place by 50 feet in depth.

NOS	LOT	DESCRIPTION.
		ALSO,
68	31	Next adjoining No. 29 easterly, 20 feet front on Post street by 70 feet in depth.
		ALSO,
69	32	Next adjoining No. 30 easterly, 20 feet front on Stockton Place by 50 feet in depth.

Also, Subdivision of 100 Vara Lot Numbers 46 and 47.

NOS	LOT	DESCRIPTION.
70	1	Commencing on the south-westerly corner of Howard and First streets, thence southerly on First street, 30 feet front by 80 feet in depth on Howard street.
		ALSO,
71	2	Next adjoining No. 1 southerly, 20 feet front on First street by 80 feet in depth.
		ALSO,
72	3	Next adjoining No. 2 southerly, same dimensions.
		ALSO,
73	4	Next adjoining No. 3 southerly, same dimensions.
		ALSO,
74	5	Next adjoining No. 4 southerly, same dimensions. Leased at $20 per month; expires July 1st, 1856.
		ALSO,
75	6	Next adjoining No. 5 southerly, 25 feet front on First street by 80 feet in depth. Leased at $37 50 per month; expires July 1st, 1856.
		ALSO,
76	7	Next adjoining No. 6 southerly, 30 feet front on First street by 80 feet in depth on Tehama street. Leased at $100 per month; expires June 7th, 1856.
		ALSO,
77	8	Commencing on the south-westerly corner of Tehama and First streets, thence southerly on First street, 25 feet front by 80 feet in depth on Tehama street.
		ALSO,
78	9	Next adjoining No. 8 southerly, 25 feet front on First street by 80 feet in depth.

NOS	LOT	DESCRIPTION.
		ALSO,
79	10	Next adjoining No. 9 southerly, same dimensions.
		ALSO,
80	11	Commencing on the south line of Tehama street, 80 feet west of First street, thence west 27 feet on Tehama street by 75 feet in depth.
		ALSO,
81	12	Next adjoining No. 11 westerly, 25 feet front on Tehama street by 75 in depth.
		ALSO,
82	13	Next adjoining No. 12 westerly, same dimensions.
		ALSO,
83	14	Next adjoining No. 13 westerly, same dimensions.
		ALSO,
84	15	Next adjoining No. 14 westerly, same dimensions.
		ALSO,
85	16	Commencing on the south line of Tehama street, 297 feet west of First street, thence westerly 28 feet on Tehama street by 75 feet in depth.
		ALSO,
86	17	Next adjoining No. 16 westerly, 25 feet front on Tehama street by 75 feet in depth.
		ALSO,
87	18	Next adjoining No. 17 westerly, same dimensions.
		ALSO,
88	19	Next adjoining No. 18 westerly, same dimensions.
		ALSO,
89	20	Next adjoining No. 19 westerly, same dimensions.
		ALSO,
90	21	Next adjoining No. 20 westerly, same dimensions.
		ALSO,
91	22	Next adjoining No. 21 westerly, same dimensions.
		ALSO,
92	23	Next adjoining No. 22 westerly, same dimensions.
		ALSO,
93	24	Commencing on the north line of Tehama street, 80 feet west of First street, thence westerly 25 feet front on Tehama street by 80 in depth.

NOS	LOT	DESCRIPTION.
94	25	ALSO, Next adjoining No. 24 westerly, same dimensions.
95	26	ALSO, Next adjoining No. 25 westerly, same dimensions.
96	27	ALSO, Next adjoining No. 26 westerly, same dimensions.
97	28	ALSO, Next adjoining No. 27 westerly, same dimensions.
98	29	ALSO, Next adjoining No. 28 westerly, same dimensions.
99	30	ALSO, Next adjoining No. 29 westerly, same dimensions.
100	31	ALSO, Next adjoining No. 30 westerly, same dimensions.
101	32	ALSO, Next adjoining No. 31 westerly, same dimensions.
102	33	ALSO, Next adjoining No. 32 westerly, same dimensions.
103	34	ALSO, Next adjoining No. 33 westerly, same dimensions.
104	35	ALSO, Next adjoining No. 34 westerly, same dimensions.
105	36	ALSO, Next adjoining No. 35 westerly, same dimensions.
106	37	ALSO, Next adjoining No. 36 westerly, same dimensions.
107	38	ALSO, Next adjoining No. 37 westerly, same dimensions.
108	39	ALSO, Next adjoining No. 38 westerly, same dimensions.
109	40	ALSO, Next adjoining No. 39 westerly, same dimensions.

NOS	LOT	DESCRIPTION.
		ALSO,
110	41	Next adjoining No. 40 westerly, same dimensions.
		ALSO,
111	42	Next adjoining No. 41 westerly, 29 feet front on Tehama street by 89 feet in depth.
		ALSO,
112	43	Commencing on the southerly line of Howard street 275 feet, easterly from Second street; thence easterly 20 feet front on Howard street, by 85 feet in depth.
		ALSO,
113	44	Next adjoining No. 43 easterly, 25 feet front on Howard street, same depth.
		ALSO,
114	45	Next adjoining No. 44 easterly, same dimensions.
		ALSO,
115	46	Next adjoining No. 45 easterly, same dimensions.
		ALSO,
116	47	Next adjoining No. 46 easterly, same dimensions.
		ALSO,
117	48	Next adjoining No. 47 easterly, same dimensions.
		ALSO,
118	49	Next adjoining No. 48 easterly, same dimensions.
		ALSO,
119	50	Next adjoining No. 49 easterly, same dimensions.
		ALSO,
120	51	Next adjoining No. 50 easterly, same dimensions.
		ALSO,
121	52	Next adjoining No. 51 easterly, same dimensions.
		ALSO,—Subdivision of 100 Vara Lot No. 12.
122	1	Commencing on the south line of Minna street, 137½ feet east of Third street, thence 20 feet west on Minna street by 80 feet in depth to Sherwood place.

NOS	LOT	DESCRIPTION.
123	2	ALSO, Next adjoining No. 1 westerly, same dimensions.
124	3	ALSO, Next adjoining No. 2 westerly, same dimensions.
125	4	ALSO, Commencing on the north-easterly corner of Third street and Sherwood place, 25 feet front on Third street by 77½ feet on Sherwood place.
126	5	ALSO, Next adjoining No. 4 northerly, same dimensions.
127	6	ALSO, Commencing on the south-easterly corner of Third and Minna streets, 30 feet front on Third street by 77½ feet on Minna street.
228	7	ALSO, Commencing on the north-easterly corner of Third street and Minna street, 30 feet front on Third street by 77½ feet on Minna street.
129	8	ALSO, Next adjoining No. 7 northerly, 25 feet front on Third street by 77½ feet in depth.
130	9	ALSO, Next adjoining No. 8 northerly, same dimensions.
131	10	ALSO, Next adjoining No. 9 northerly, same dimensions.
132	11	ALSO, Next adjoining No. 10 northerly, same dimensions.
133	12	ALSO, Commencing on the south-easterly corner of Third street and Mission street, 30 feet front on Third street by 77½ feet on Mission street.
134	13	ALSO, Commencing on the southerly line of Mission street, 77½ feet east of Third street, thence easterly 20 feet front on Mission street by 80 feet in depth.

NOS	LOT	DESCRIPTION.
135	14	ALSO, Commencing on the northerly line of Minna street, 77½ feet east of Third street, thence easterly 20 feet front on Minna street by 80 feet in depth.
136	15	ALSO, Next adjoining No. 13 easterly, same dimensions.
137	16	ALSO, Next adjoining No. 14 easterly, same dimensions.
138	17	ALSO, Next adjoining No. 15 easterly, same dimensions.
139	18	ALSO, Next adjoining No. 16 easterly, same dimensions.
		ALSO,--Subdivision of 100 Vara Lots Nos. 28 and 29.
140	1	Commencing on the north-west corner of Howard and First streets, 25 feet front on First street by 80 feet in depth on Howard street.
141	2	ALSO, Next adjoining No. 1 northerly, 20 feet front on First street by 80 feet in depth.
142	3	ALSO, Next adjoining No. 2 northerly, same dimensions.
143	4	ALSO, Next adjoining No. 3 northerly, same dimensions.
144	5	ALSO, Next adjsining No. 4 northerly, 20 feet front on First street by 60 feet in depth.
145	6	ALSO, Next adjoining No. 5 northerly, same dimensions.
146	7	ALSO, Next adjoining No. 6 northerly, same dimensions.

NOS	LOT	DESCRIPTION.
147	8	ALSO, Commencing on the south line of Nctoma street, 60 feet west of First street, thence 23 feet westerly on Natoma street by 80 feet in depth.
148	9	ALSO, Next adjoining No. 8 westerly, same dimensions.
149	10	ALSO, Next adjoining No. 9 westerly, 20 feet front on Natoma street by 80 feet in depth. Leased at $30 per month ; expires July 1st, 1856.
150	11	ALSO, Next adjoining No. 10 westerly, 20 feet front on Natoma street by 80 feet in depth, together with the house thereon. Leased at $25 per month; expires April 1st, 1856.
151	12	ALSO, Next adjoining No. 11 westerly, 22 feet front by 80 feet in depth.
152	13	ALSO, Neet adjoining No. 12 westerly, same dimensions.
153	14	ALSO, Next adjoining No. 13 westerly, 22½ feet front by 80 feet depth.
154	15	ALSO, Commencing on the south line of Natoma street, 284½ feet westerly from First street, thence west on Natoma street 20 feet by 80 feet depth. Leased at $20 per month; expires September 15th, 1856.
155	16	ALSO, Next adjoining No. 15 westerly, 16 feet front by 80 feet depth. Leased at $20 per month; expires January 15th, 1857.
156	17	ALSO, Next adjoining No. 16 westerly, same dimensions. Leased at $20 per month, from month to month.
157	18	ALSO, Next adjoining No. 17 westerly, having 20 feet front on Natoma street by 80 feet depth. Leased at $20 per month; expires February 1st, 1857.

NOS	LOT	DESCRIPTION.
158	19	ALSO, Next adjoining No. 18 westerly, 22½ feet front by 80 feet depth.
159	20	ALSO, Next adjoining No. 19 westerly, 23 feet front by 80 feet depth.
160	21	ALSO, Next adjoining No. 20 westerly, 24 feet front by 80 feet depth.
161	22	ALSO, Next adjoining No. 21 westerly, 24 feet front by 80 feet depth.
162	23	ALSO, Next adjoining No 22 westerly, 20 feet front by 80 feet depth. Leased at $15 per month; expires December 1st, 1857.
163	24	ALSO, Next adjoining No. 23 westerly, same dimensions.
164	25	ALSO, Next adjoining No. 24 westerly, same dimensions.
165	1	ALSO, Commencing on the west line of First street, 38 feet north of Natoma street, thence northerly 18½ feet front on First street by 50 feet depth.
166	2	ALSO, Next adjoining No. 1 northerly, same dimensions.
167	3	ALSO, Commencing on the north line of Natoma street, 283½ feet west of First street, thence westerly 25 feet front on Natoma street by 75 feet deep.
168	4	ALSO, Next adjoining No. 3 westerly, same dimensions.

ALSO,—Subdivision of 50 Vara Lots Numbers 715 and 716.

NOS	LOT	DESCRIPTION.
169	1	Commencing on the north-westerly corner of Folsom and Fremont streets, thence west 30 feet on Folsom by 80 feet depth on Fremont street.

NOS	LOT	DESCRIPTION.
170	2	ALSO, Next adjoining No. 1 westerly, 25 feet front by 80 feet depth.
171	3	ALSO, Next adjoining No. 2 westerly, 25 feet front by 80 feet depth on Baldwin Court.
172	4	ALSO, Commencing on the north-west corner of Baldwin Court and Folsom street, having 20 feet front on Folsom street by 80 feet depth on Baldwin Court.
173	5	ALSO, Next adjoining No. 4 westerly, same dimensions.
174	6	ALSO, Commencing on the west line of Fremont street, 80 feet north of Folsom street, having 25 feet front on Fremont street by 80 feet in depth, to Baldwin Court.
175	7	ALSO, Next adjoining No. 6 northerly, same dimensions.
176	8	ALSO, Next adjoining No. 7 northerly, same dimensions.
177	9	ALSO, Next adjoining No. 8 northerly, same dimensions.
178	10	ALSO, Next adjoining No. 9 northerly, same dimensions.
179	11	ALSO, Next adjoining No. 10 northerly, same dimensions.
180	12	ALSO, Next adjoining No. 11 northerly, same dimensions.
181	13	ALSO, Next adjoining No. 12 northerly, 20 feet front by 80 in depth.
182	14	ALSO, Commencing on the west line of Baldwin Court 260 feet north of Folsom street, thence north, having 15 feet front on Baldwin Court by 40 feet in depth.
183	15	ALSO, Next adjoining No. 14 southerly, some dimensions.

NOS	LOT	DESCRIPTION.
		ALSO,
184	16	Next adjoining No. 15 southerly, same dimensions.
		ALSO,
185	17	Next adjoining No. 16 southerly, same dimensions.
		ALSO,
186	18	Next adjoining No. 17 southerly, same dimensions.
		ALSO,
187	19	Next adjoining No. 18 southerly, same dimensions. Leased at $7 50 per month; expires July 15th, 1856.
		ALSO,
188	20	Next adjoining No. 19 southerly, same dimensions.
		ALSO,
189	21	Next adjoining No. 20 southerly, same dimensions.
		ALSO,
190	22	Next adjoining No. 21 southerly, same dimensions. Leased at $10 50 per month; expires August 15th, 1856.
		ALSO,
191	23	Next adjoining No. 22 southerly, same dimensions. Leased at $9 per month; expires October 15th, 1856.
		ALSO,
192	24	Next adjoining No. 23 southerly, same dimensions.
		ALSO,
193	25	Next adjoining No. 24 southerly, same dimensions. Nos. 24 and 25 leased together for $12 50 per month; expires July 15th, 1856.
		ALSO,
194	26	Next adjoining No. 25 southerly, same dimensions.

ALSO,--Subdivision of 100 Vara Lot No. 58.

NOS	LOT	DESCRIPTION.
195	1	Commencing on the north-west corner of Folsom and Second street, having 95 feet front on Folsom street by 135 feet on Second street.
		ALSO,
196	2	Next adjoining No. 1 westerly, 90 feet front on Folsom street by 135 in depth.

NOS	LOT	DESCRIPTION.
197	3	ALSO, Next adjoining No. 2 westerly, same dimensions.
198	4	ALSO, Commencing on the west line of Second street, 135 feet north of Fulsom street, having 140 feet front on Second street by 275 feet depth, containing the residence, out houses, buildings, &c., of the late J. L. Folsom, deceased.
199	5	ALSO, Commencing on the westerly line of Second street, 275 feet northerly from Folsom street, thence northerly 37½ feet front on Second street by 87½ feet in depth, together with the dwelling house thereon.

ALSO,—Subdivision of 100 Vara Lot No. 60.

NOS	LOT	DESCRIPTION.
200	1	Commencing on the north-east corner of Third and Folsom streets, fronting 30 feet on Third street by 80 feet on Folsom street, together with the house thereon.
201	2	ALSO, Next adjoining No. 1 northerly, having 25 feet front on Third street by 80 feet in depth.
202	3	ALSO, Next adjoining No. 2 northerly, shme dimensions.
203	4	ALSO, Next adjoining No. 3 northerly, same dimensions.
204	5	ALSO, Next adjoining No. 4 northerly, same dimensions.
205	6	ALSO, Next adjoining No. 5 northerly, 30 feet front by 80 feet on Clementina street.
206	7	ALSO, Commencing on the north line of Folsom street 80 feet east of Third street, thence east on Folsom street, 25 feet by 80 depth.

NOS	LOT	DESCRIPTION.
207	8	ALSO, Next adjoining No. 7 northerly, 25 feet on Clementina street by 80 feet in depth.
208	9	ALSO, Next adjoining No. 7 easterly, same dimensions.
209	10	ALSO, Next adjoining No. 8 easterly, same dimensions.
210	11	ALSO, Next adjoining No. 9 easterly, same dimensions.
211	12	ALSO, Next adjoining No. 10 easterly, same dimensions.
212	13	ALSO, Next adjoining No. 11 easterly, same dimensions.
213	14	ALSO, Next adjoining No. 12 ersterly, same dimensions.
214	15	ALSO, Next adjoining No. 13 easterly, same dimensions.
215	16	ALSO, Next adjoining No. 14 easterly, same dimensions.
216	17	ALSO, Next adjoining No. 15 easterly, same dimensions.
217	18	ALSO, Next adjoining No. 16 easterly, same dimensions.
218	19	ALSO, Next adjoining No. 17 easterly, same dimensions.
219	20	ALSO, Next adjoining No. 18 easterly, same dimensions.
220	21	ALSO, Next adjoining No. 19 easterly, having 20 feet front by 80 feet deep.
221	22	ALSO, Next adjoining No. 21 northerly, same dimensions.

NOS	LOT	DESCRIPTION.
222	23	ALSO, Commencing on the north-east corner of Third and Clementina streets, having 30 feet front on Third street by 80 feet depth on Clementina street.
223	24	ALSO, Next adjoining No. 23 northerly, having 25 feet front by 80 feet depth.
224	25	ALSO, Next adjoining No. 24 northerly, same dimensions.
225	26	ALSO, Commencing on the north line of Clementina street 80 feet east of Third street, thence east on Clementina street 25 feet by 80 feet depth.
226	27	ALSO, Next adjoining No. 26 easterly, same dimensions.
227	28	ALSO, Next adjoining No. 27 easterly, same dimensions.
228	29	ALSO, Next adjoining No. 28 easterly, same dimensions.
229	30	ALSO, Next adjoining No. 29 easterly, same dimensions.
230	31	ALSO, Next adjoining No. 30 easterly, same dimensions.
231	32	ALSO, Next adjoining No. 31 easterly, same dimensions.
232	33	ALSO, Next adjoining No. 32 easterly, having 20 feet front on Clementina street by 80 feet depth.

ALSO,—Subdivision of 100 Vara Lot No. 51.

233	1	Commencing on the south-easterly corner Howard and Third streets, having 30 feet front on Howard street by 80 feet in depth.

NOS	LOT	DESCRIPTION.
		ALSO,
234	2	Next adjoining No. 1 southerly, having 25 feet front on Third street by 80 feet in depth.
		ALSO,
235	3	Next adjoining No. 2 southerly, same dimensions.
		ALSO,
236	4	Next adjoining No. 3 southerly, same dimensions.
		ALSO,
237	5	Next adjoining No. 4 southerly, same dimensions.
		ALSO,
238	6	Situated on the northeast corner of Tehama and Third streets, 30 feet front on Third street by 80 feet in depth.
		ALSO,
239	7	Commencing on the south line of Howard street, 80 feet easterly from Third street; thence easterly 25 feet front on Howard street by 80 feet in depth.
		ALSO,
240	8	Next adjoining No. 7 southerly, same dimensions, fronting on Tehama street.
		ALSO,
241	9	Next adjoining No 7 easterly, same dimensions, fronting on Howard street.
		ALSO,
242	10	Next adjoining No. 9 southerly, fronting on Tehama street, same dimensions.
		ALSO,
243	11	Next adjoining No. 9 easterly, same dimensions, fronting on Howard street.
		ALSO,
244	12	Next adjoining No. 11 southerly, same dimensions, fronting on Tehama street.
		ALSO,
245	13	Next adjoining No. 11 easterly, same dimensions, fronting on Howard street.
		ALSO,
246	14	Next adjoining No. 13 southerly, same dimensions, fronting on Tehama street.

NOS	LOT	DESCRIPTION.
		ALSO,
247	15	Next adjoining No. 13 easterly, same dimensions, fronting on Howard street.
		ALSO,
248	16	Next adjoining No. 15 southerly, same dimensions, fronting on Tehama street.
		ALSO,
249	17	Next adjoining No. 15 easterly, same dimensions, fronting on Howard street.
		ALSO,
250	18	Next adjoining No. 17 southerly, same dimensions, fronting on Tehama street.
		ALSO,
251	19	Next adjoining No. 17 easterly, same dimensions, fronting on Howard street.
		ALSO,
252	20	Next adjoining No. 19 southerly, same dimensions, fronting on Tehama street.
		ALSO,
253	21	Next adjoining No. 19 easterly, 20 feet on Howard street by 80 feet in depth.
		ALSO,
254	22	Next adjoining No. 21 southerly, same dimensions, fronting on Tehama street.
		ALSO,
255	23	South.easterly corner of Tehama and Third streets, 30 feet front by 80 feet in depth.
		ALSO,
256	24	Next adjoining No. 23 southerly, 25 feet front by 80 feet in depth.
		ALSO,
257	25	Next adjoining No. 24 southerly, same dimensions.
		ALSO,
258	26	Commencing on the south line of Tehama street, 80 feet easterly from Third street; thence easterly 25 feet front on Tehama street by 80 feet in depth.

NOS	LOT	DESCRIPTION.
		ALSO,
259	27	Next adjoining No. 26 easterly, same dimensions.
		ALSO,
260	28	Next adjoining No. 27 easterly, same dimensions.
		ALSO,
261	29	Next adjoining No. 28 easterly, same dimensions.
		ALSO,
262	30	Next adjoining No. 29 easterly, same dimensions.
		ALSO,
263	31	Next adjoining No. 30 ersterly, same dimensions.
		ALSO,
264	32	Next adjoining No. 31 easterly, same dimensions.
		ALSO,
265	33	Next adjoining No. 32 easterly, having 20 feet front on Tehama street by 80 feet in depth.
		ALSO,—Subdivision of 50 Vara Lots Numbers 548 and 710.
266	1	Commencing on the south-east corner of Howard and First streets, having 30 feet front on First street by 77½ feet on Howard street.
		ALSO,
267	2	Next adjoining No. 1 southerly, 25 feet front on First street by 77½ feet depth.
		ALSO,
268	3	Next adjoining No. 2 southerly, same dimensions.
		ALSO,
269	4	Next adjoining No. 3 southerly, having 27½ feet front by 137½ feet depth.
		ALSO,
270	5	Next adjoining No. 4 southerly, having 30 feet front by 137½ feet depth. Leased at $130 per month; expires July 1st, 1856, with privilege of renewel or valuation to be fixed by theree disinterested persons.

NOS	LOT	DESCRIPTION.
		ALSO,
271	6	Commencing on the southerly line of Howard street, 77½ feet east of First street, having 20 feet front on Howard street by 80 feet in depth.
		ALSO,
272	7	Next adjoining No. 6 easterly, same dimensions.
		ALSO,
273	8	Next adjoining No. 7 easterly, same dimensions.
		ALSO,
274	9	Next adjoining No. 8 easterly, 20 feet front by 91 8-12 depth.
		ALSO,
275	10	Next adjoining No. 9 easterly, same dimensions.
		ALSO,
276	11	Next adjoining No. 10 easterly, same dimensions.
		ALSO,
277	12	Commencing on the south-west corner of Howard and Fremont streets, having 25 8-12 feet front on Fremont street by 77½ depth on Howard street
		ALSO,
278	13	Next adjoining No. 12 southerly, 22 feet front by 77½ depth. 16x60 feet leased at $20 per month; expires March 21st, 1856
		ALSO,
279	14	Next adjoining No. 13 southerly, same dimensions.
		ALSO,
280	15	Next adjoining No. 14 southerly, same dimensions.
		ALSO,—Subdivision of 50 Vara Lot No. 139.
281	1	Commencing on the south-west corner of Montgomery and California streets, having 100 feet front on California street, thence south 65 feet, thence east 40 feet, thence north 30 feet, thence east 60 feet to Montgomery street, thence north on Montgomery street 35 feet. Leased with lots 6 and 7 at $250 per month; expires August 1st, 1856.

NOS	LOT	DESCRIPTION.
282	2	ALSO, Commencing on the west line of Montgomery street 35 feet south of California street, thence southerly, having 24 feet front on Montgomery street by 60 feet depth. Leased at $80 per month; expires April 1st, 1856.
283	3	ALSO, Next adjoining No. 2 southerly, 20 feet front on Montgomery street, thence west 72½ feet, thence north 14 feet, thence east 12½ feet, thence north 6 feet, thence east 60 feet. Leased at $50 per month, from month to month.
284	4	ALSO, Next adjoining No. 3 southerly, having 20½ feet front on Montgomery street by 72½ feet depth. Leased at $60 per month; expires April 12th, 1856-
285	5	ALSO, Next adjoining no 4 southerly, having 24½ feet front on Montgomery street by 72½ feet depth on Summer street, together with the iron building thereon. Leased at $100 per month, from month to month.
286	6	ALSO, Commencing on the south line of California street, 100 feet west of Montgomery street, thence west, having 20 feet front on California street by 65 feet depth Leased—see lot No. 1.
287	7	ALSO, Commencing on the south line of California street, 120 feet west of Montgomery street, thence west, having 17½ feet front by 65 feet in depth. Leased—see lot No. 1.
288	8	ALSO, Commencing on the north line of Summer street, 112½ feet west of Montgomery street, thence west, having 25 feet front on Summer street by 59 feet depth.
289 + 50	9	ALSO, Next adjoining No. 8 easterly, having 20 feet front by 59 feet depth. Leased with No. 10 at $50 per month, from month to month.
290 1750 R.P.	10	ALSO, Next adjoining No. 9 easterly, same dimensions. Leased—sc No. 9.

NOS	LOT	DESCRIPTION.
		Also, Subdivision of 50 Vara Lots 29 and 30.
291	1	Commencing on the south-west corner of Kearny and Clay streets, having 30 feet front on Kearny street by 50 feet depth on Clay street. Leased at $350 per month, from month to month.
		ALSO.
292 [illegible] 6200	2	Next adjoining No. 1 southerly, having 19 feet front on Kearny street by 50 feet depth. Leased at $100 per month, from month to month.
		ALSO,
293 [illegible] 6,300	3	Commencing on the west line of Kearny street, 69 feet south of Clay street, thence southerly, having 21 feet front on Kearny street by 50 feet depth. Leased at $100 per month, from month to month.
		ALSO.
294 Newhall 10,000	4	Next adjoining No. 3 southerly, having 30 feet front on Kearny street by 50 feet depth on Commercial street. Leased at $150 per month, from month to month.
		ALSO,
295 [illegible]	5	Commencing on the south line of Clay street, 50 feet west of Kearny street, thence west, having 31½ feet front on Clay street by 65 feet depth.
		ALSO,
296 [illegible]	6	Commencing on the north line of Commercial street, 50 feet west of Kearny street, thence west, having 21½ feet front on Commercial street by 55 feet depth Lots 6, 8 and 9 leased together at $100, from month to month.
		ALSO,
297 [illegible]	7	Commencing on the south line of Clay street, 81½ feet west of Kearny street, thence west, having 30 feet front on Clay street by 65 feet in depth.
		ALSO,
298 [illegible]	8	Commencing on the north line of Commercial street, 91½ feet west of Kearny street, thence west, having 20 feet front on Commercial street by 55 feet depth. Leased—see lot No. 6.
		ALSO,
299 [illegible]	9	Next adjoining No. 8 easterly, same dimensions. Leased—see lot No. 6.

NOS	LOT	DESCRIPTION.
300	10	ALSO, Commencing on the south line of Clay street, 171½ feet west of Kearny street, thence west, having 30½ feet front on Clay street by 60 feet depth. Leased at $130 per month, from month to month.
301	11	ALSO, Commencing on the north line of Commercial street, 171½ feet west of Kearny street, thence west, having 20 feet front on Commercial street by 60 feet depth
302	12	ALSO, Next adjoining No. 10 westerly, having 31 feet front on Clay street by 60 feet depth. Leased at $125 per month, from month to month.
303	13	ALSO, Commencing on the north line of Commercial street, 211½ feet west of Kearny street, thence west, having 21½ feet front on Commercial street by 60 feet in depth.
304	14	ALSO, Next adjoining No. 13 easterly, having 20 feet front on Commercial street by 60 feet in depth.
305	15	ALSO, Commencing on the south line of Clay street, 233 feet west of Kearny street, thence west, having 22 feet front on Clay by 60 feet in depth. Nos. 15 and 16 leased together at $92 per month; expires 31st December, 1856.
306	16	ALSO, Commencing on the north line of Commercial street, 233 feet west of Kearny street, thence west, having 22 feet front on Commercial street by 60 feet in depth.
307	17	ALSO, Next adjoining No. 15 westerly, having 20 feet front on Clay street by 60 feet in depth. Leased at $128 per month; expires July 12th, 1856.
308	18	ALSO, Next adjoining No. 16 westerly, having 20 feet front on Commercial street by 60 feet in depth.

NOS	LOT	DESCRIPTION.
		Also, Subdivision of 50 Vara Lot No. 55.
309	1	Commencing on the north line of Sacramento street, 221½ feet west of Kearny street, thence west on Sacramento street 53½ feet by 80 feet in depth, together with the beautiful dwelling and out houses thereon. Leased at $150 per month; expires 1st August, 1856.
		ALSO,
310	2	Next adjoining No. 1 easterly, having 22 feet front on Sacramento street by 60 feet depth. Leased at $80 per month, expires 20th August, 1857.
		ALSO,
311	3	Next adjoining No. 2 easterly, having 16 feet front on Sacramento street by 60 feet depth. Leased at $90 per month, from month to month.
		ALSO,
312	4	Next adjoining No. 3 easterly, having 23 feet front on Sacramento street by 60 feet in depth. Leased at $60 per month, from month to month.
		ALSO,
313	5	Next adjoining No. 4 easterly, same dimensions. Leased at $92 per month, from month to month.
		ALSO,
314	6	Commencing on the south line of Commercial street, 237 feet west of Kearny street, thence west, having 19 feet front on Commercial street by 40 feet in depth.
		ALSO,
315	7	Commencing on the south line of Commercial street, 256 feet west of Kearny street, thence west, having 19 feet front on Commercial street by 40 feet depth.

◆

ALSO—The following valuable Property situate in the centre of the City.

TEHAMA HOUSE BUILDING.—The building known as the Tehama House, on the north-west corner of Sansome and California streets; building to be forthwith removed by the purchaser.

NOS	LOT	DESCRIPTION.
316	1	ALSO, Commencing on the north-west corner of California and Sansome streets, thence northerly, 30 feet front on Sansome by 67 feet 6 inches in depth on Cclifornia street.
317	2	ALSO, Next adjoining No. 1 northerly, 25 feet front on Sansome by 67 feet 6 inches in depth.
318	3	ALSO, Next adjoining No. 2 northerly, same dimensions.
319	4	ALSO, Next adjoining No. 3 northerly, 20 feet front on Sansome street by 67 feet 6 inches in depth.
320	5	ALSO, Next adjoining No. 4, situated on the south-west corner of Sansome and Halleck streets, having 24 feet front on Sansome by 67 feet 6 inches on Halleck.
321	6	ALSO, Commencing on the south line of Halleck street, 67 feet 6 inches west of Sansome street, thence westerly 20 feet front on Halleck street by 44 feet in depth.
322	7	ALSO, Next adjoining No. 6 westerly, same dimensions. Leased at 35 per month, from month to month.
323	8	ALSO, Commencing on the north line of California street, 107½ feet west of Sansome street, thence westerly 25 feet front on California street by 80 feet depth, together with the building thereon. Leased at $125 per month, from month to month.
324	9	ALSO, Next adjoining No. 8 on the north, having 25 feet front on Halleck street by 44 feet in depth. Leased at $35 per month, from month to month.
325	10	ALSO, Commencing on the north-east corner of California and Leidsdorff streets, having 30 feet front on California street by 80 feet on Leidsdorff street, together with the building thereon. Leased to various tenants from month to month.

NOS	LOT	DESCRIPTION.
		ALSO,
326	11	Next adjoining No. 10 on the north, having 44 feet front on Leidsdorff street by 30 feet on Halleck street, together with the building thereon. Leased at $70 per month; expires October 2d, 1856.
		ALSO,
327	1	Commencing on the south line of Sacramento street, 75 feet west of Sansome street, thence west, having 47 9-12 feet front on Sacramento street by 80 feet in depth. Leased at $325 per month; expires October 10th, 1858, with privilege of renewal at appraisement or purchase of lot at valuation.
		ALSO,
328	2	Commencing on the north line of Halleck street, 75 feet west of Sansome street, thence west, having 25 feet front on Halleck street by 44 feet depth. Leased at $60 per month, from month to month.
		ALSO,
329	3	Next adjoining No. 2 westerly, same dimensions. Leased at $75 per month; expires 12th April, 1856.
		ALSO,
330	4	Next adjoining No. 3 westerly, having 12 9-12 feet front on Halleck street by 44 feet depth.
		ALSO,
331	5	Commencing on the north-east corner of Leidsdorff and Halleck streets, having 25½ feet front on Leidsdorff street by 55 feet on Halleck street, together with the building thereon. Leased at $45 per month; expires 15th May, 1856.
		ALSO,
332	6	Next adjoining No. 5 northerly, fronting 18½ feet on Leidsdorff by 55 feet in depth. Leased at $35 per month; expires May 10th, 1857.
		ALSO,
333	7	Commencing on the west line of Leidsdorff street, 122½ feet south of Sacramento street, thence south, fronting 15 feet on Leidsdorff street by 55¼ feet deep. Leased at $45 per month; expires February 1st, 1856.
		ALSO,
334	8	Next adjoining No. 7 northerly, same dimensions.

NOS	LOT	DESCRIPTION.
		ALSO,
335	9	Next adjoining No. 8 northerly, fronting 27½ feet on Leidsdorff street by 55¼ feet deep. Leased at $35 per month; expires May 15th, 1857.
		ALSO,
336	10	Next adjoining No. 9 northerly, fronting 16 feet on Leidsdorff street by 27¼ feet deep. Leased at $35 per month; expires October 1st, 1856.
		ALSO,—The American Theatre Lot, together with all and singular the Appurtenances thereon.
		Commencing on the north-east norner of Sansome and Halleck streets, having 44 feet front on Sansome street, thence east 40 feet, thence north 10 feet, thence east 120 feet, thence south 54 feet to Halleck street, thence west on Halleck street 160 feet. Leased from month to month, and yields on an average $1,400 per month.
		ALSO,
337	1	Commencing on the north line of California street, 45 feet east of Sansome street, thence east, fronting 24 feet on California street by 70 feet deep. Leased and built on; pays ½ net rent.
		ALSO,
338	2	Next adjoining No. 1 northerly, fronting 24 feet on Halleck street by 54 feet deep.
		ALSO,
339	3	Commencing on the south-east corner of Sansome and Halleck streets, fronting 34 feet on Sansome street by 45 feet on Halleck street, together with the building thereon. Leased at $150 per month, from month to month.
		ALSO,
340	4	Next adjoining No. 1 easterly, fronting 24½ feet on California street by 70 feet in depth. Leased and built on; pays ½ net rent.
		ALSO,
341	5	Next adjoining No. 4 northerly, fronting 24½ feet on Halleck street 54 feet in depth.

NOS	LOT	DESCRIPTION.
342	6	ALSO, Next adjoining No. 5 easterly, fronting 20 feet on Halleck street by 54 feet deep.
343	7	ALSO, Next adjoining No. 6 easterly, same dimensions.
344	8	ALSO, Next adjoining No. 7. easterly, fronting 25 feet on Halleck street by 54 feet deep.
345	9	ALSO, Next adjoining No. 8 easterly, same dimensions.
346	10	ALSO, Next adjoining No. 9 easterly, fronting 21 10-12 feet on Halleck street by 54 feet in depth. Leased at $60 per month, from month to month.

* * *

ALSO,—Subdivision of 50 Vara Lot No. 206.

NOS	LOT	DESCRIPTION.
347	1	On the north-west corner of Pine and Sansome streets, having 38½ feet front on Sansome street by 87½ feet deep on Pine street.
348	2	ALSO, Next adjoining No. 1 northerly, fronting 16 feet on Sansome street by 87½ feet deep. Leased at $70 per month; expires July 1st, 1856.
349	3	ALSO, Next adjoining No. 2 northerly, fronting 15 feet on Sansome street by 87½ feet deep. Leased at $70 per month; expires July 1st, 1856.
350	4	ALSO, Next adjoining No. 3 northerly, fronting 30½ feet on Sansome street by 87½ feet deep Leased at $125 per month; expires 25th April, 1856.
351	5	ALSO, Next adjoining No. 4 northerly, fronting 18 feet on Sansome street by 87½ deep.

NOS	LOT	DESCRIPTION.
		Also,—Subdivision of Water Lots Nos. 262, 263 and 264.
352	1	Commencing on the north-west corner of Battery and Bush streets, having 30 feet front on Battery by 77½ feet depth on Bush street. 25x60 feet leased at $140 per month; expires April 1, 1856.
		ALSO,
353	2	Next adjoining No. 1 northerly, having 25 feet front by 77½ feet depth.
		ALSO,
354	3	Next adjoining No. 2 northerly, same dimensions.
		ALSO,
355	4	Next adjoining No. 3 northerly, fronting 25 feet on Battery street by 137½ feet deep.
		ALSO,
356	5	Next adjoining No. 4 northerly, fronting 32½ feet on Battery street by 137½ feet deep. Lot, stable and building leased at $150 per month; expires July 1st, 1856.
		ALSO,
357	6	Commencing on the northerly line of Bush street, 77½ feet west of Battery street, thence west, having 20 feet front on Bush street by 80 feet deep.
		ALSO,
358	7	Next adjoining No. 6 westerly, same dimensions. Leased at $70 per month ; expires June 10th, 1856.
		ALSO,
359	8	Next adjoining No. 7 westerly, same dimensions. Leased at $50 per month, from month to month.
		Also,—City Market.
360		Commencing on the south-west corner of Battery and Sacramento streets; thence south 124 feet on Battery by 90 feet on Halleck and Sacramento streets.

J. A. Brainerd

THE

FREMONT DECISION.

DECISION

OF THE

SUPREME COURT

OF THE STATE OF CALIFORNIA,

IN THE CASE OF

BIDDLE BOGGS. *vs.* MERCED MINING COMPANY,

TOGETHER WITH THE

FINDING AND JUDGMENT

OF THE THIRTEENTH JUDICIAL DISTRICT,

AND

REMARKS OF THE PRESS.

SAN FRANCISCO,
Printed by Royal P. Locke, No. 114 Battery Street.
1859.

DISTRICT COURT

OF THE THIRTEENTH JUDICIAL DISTRICT FOR THE COUNTY OF MARIPOSA.

BIDDLE BOGGS,
PLAINTIFF,
V.
THE MERCED MINING CO.
DEFENDANTS.

This cause came in regularly for trial at the June Term of said Court, for the year 1857, by consent of both parties made in open Court. A jury being waived, the cause for trial thereof was submitted to the Court, upon the pleadings, stipulations, and proofs of the parties. And the Court, having considered the said pleadings, stipulations, and proofs, of the parties, and being sufficiently advised in the premises, do now thereupon make and render the following finding and judgment, to wit:

Upon the said pleadings, stipulations, and proofs, the Court find the following facts:

FINDING AND JUDGMENT.

First. That John C. Fremont, at the time of demising the premises for and to the plaintiff, as herein stated, was the owner, and seized in fee simple of the tract of land called Las Mariposas, mentioned in the complaint by notice of the patent from the United States, dated the 19th day of February 1856, signed by the President of the United

States, countersigned by the Recorder of the General Land Office, and sealed with the seal of said office, and granting to the said Fremont, his heirs, and assigns forever, the said tract of land called Las Mariposa, according to the plat and survey thereof made and approved by the United States Surveyor-General for California, on the 31st day of July, 1855, and stated in said complaint that the said Fremont entered on said tract of land called Las Mariposa, claiming title thereto under said patent.

Second. That the premises sued for in this, suit, are parcel of the said tract of land so as aforesaid granted and patented by the United States to the said Fremont.

Third. That on the 22d day of April, 1857, the said John C. Fremont (by Rufus A. Lockwood, his attorney in fact in that behalf, duly authorized), being seized as aforesaid of the said tract of land, called Los Mariposa, executed and delivered to the plaintiff the deed set out in said complaint, and thereby bargained, leased, and demised the premises sued for, to the plaintiff, for the term of seven years then next ensuing, as stated in the complaint: and that by virtue of said deed, the plaintiff thereupon became and still is, the owner of the premises sued for, with the appurtenances, and entitled to the possession and use for the said term of seven years.

Fourth. That there were appurtenances to the premises sued for, affixed to the said land, and freehold and parcel thereof, a quartz-mill, machinery, fixtures, and other buildings and works, known as the Mount Ophir Reduction works, and that the same were and are included in the said lease and demise to the plaintiff, and that the plaintiff is in like manner owner of and entitled to the possession and the use of the same, for the said term of seven years.

Fifth. That at the commencement of this suit, to wit, on the 23d day of April, 1857, the defendant was, and ever since has been, and still is, in possession of the promises sued for, with the appurtenances, and occupying and using the same, and claiming and holding the same without the consent and against the will of the plaintiff, and adversely to the title of the plaintiff, and of his said lessor.

Sixth. That the defendant has been running and working said mill and machinery a part of the time since the commencement of this suit, when there was sufficient water for the purpose, but the defendant is not now running or working the same, for want of sufficient water: that the creek on which said mill is erected does not afford sufficient water at all times to run said mill ; that said creek does not become entirely dry, but that the water does not now run in the same where said mill is, and will not probably run there during the dry season, which usually continues till late in November.

Seventh. That the wear and tear of said mill and machinery from running and working the same, amounts to the sum of three hundred dollars per month while the same is run and worked, but in order to work the same to advantage, it is necessary to keep the same constantly in repairs, and the defendant has done so since the commencement of this suit.

Eighth. That the monthly value of the said premises amounts to the sum of seven hundred and fifty dollars per month.

Ninth. That the defendant is guilty of the trespass rejectment laid in the complaint, and that the plaintiff has thereby sustained damages at the rate of seven hundred and fifty dollars per month, from the commencement of this suit, hitherto making in all sixteen hundred and ninety dollars.

Tenth. That the defendant continues to exclude the plaintiff from the premises, and to detain the same from him ; and that the defendant intends to continue to run and work the said mill and machinery against the will of the plaintiff—and assuming the admissibility of all the evidence deduced by the defendant, the court further find :

Eleventh. That the survey and flat set forth in said patent to said Fremont, and mentioned in the defendant's answer, were within the limits described in the original grant to Alvarado, confirmed to said Fremont as mentioned in said patent.

Twelfth. That the charge set up in the defendant's answer, of fraud, concealment, and collusion, in the survey and certificate in which said patent issues, is not proved.

Thirteenth. That the charge in the defendant's answer, that in procuring the issuance of said patent, a fraud was practised upon the Government in misrepresenting the quality and character of the lands embraced in the survey and patent is not proved.

Fourteenth. That the lands embraced in the patent to Fremont are mineral lands, containing gold-bearing quartz, and placer gold mines, that the lands are rough and hilly, but there are small ranches on various portions of the land, a portion of the hills and valleys are also used for grazing cattle, and to the same extent for raising and cultivating vegetables and grain, but the principal business of the settlers on the said lands is mining.

Fifteenth. That in May 1851, the premises sued for were vacant and unoccupied ; that the defendant then entered upon said premises under a quit claim deed from one Moffat, but it is not shown that said Moffat had any title to the premises, but on the contrary the premises were then the public domain of the United States, except so far as the same were Fremont's unoccupied right to locate the Alvarado grant within the limits therein prescribed. That the defendant commenced improving the premises for mining purposes in 1851, and has ever since used and occupied the same for such purposes, pursuant to the mining regulations prevailing in the district, and has made improvements and expenditures in the manner and to the extent stated in the answer, and that until the month of July 1855 Fremont never claimed the premises sued for as being within the limits of his Alvarado Grant, but stated that the lines of his grant did not approach within one or two miles of the premises, and caused a survey of his claim to be made in 1852, the lines of which did not include the premises ; which survey the said Fremont published and represented as including the tract of land claimed by him under said Alvarado Grant, but at the time of making such representations and disclosures said grant had not been entirely confirmed and located ; and it is not shown that in making such representations and disclosures the said Fremont wilfully made any misrepresentations or intended to deceive or defraud the defendant or others, nor that he intended thereby to influence the conduct of the defendant.

Sixteenth. That Fremont knew of the occupation, claim working and improvement of the defendant from the time the defendant took possession till the present without claiming the premises sued for till July 1855, and without forbidding the defendant from working or improving the same, though he knew the defendant claimed the property ; and that the said Fremont made the representations and disclosures stated in the fifteenth finding, but without any fraudulent intent, and before the final location of his claim, and when it was unknown where the lines thereof would be fixed.

Seventeenth. That no facts amounting to fraud or to a legal or equitable are proved in this cause either as against the plaintiff or as against his lessor, the said Fremont. And upon the said pleadings stipulations proofs and facts the Court decided and found the following points and matters, to wit :

1st. That it is not competent for the defendant to attach or impeach the patent mentioned in the complaint and answer.

2nd. That the plaintiff is not stopped from insisting on his legal title to the premises sued for.

3rd. That the defendant is not entitled to any legal or equitable relief against the plaintiffs title.

4th. That the plaintiff is entitled to the judgment and decree of this Court against the defendant for the recovery of the possession of the premises sued for, as described in the complaint, with the appurtenances and for the sum of sixteen hundred and ninety dollars damages and costs of suit, and it is decreed that judgment be entered accordingly.

It is therefore considered, adjudged, and decreed by the Court, that the said plaintiff, Biddle Boggs, have and recover of and from the said defendants, the Merced Mining Company, the possession of the said premises set forth in said complaint, and described as follows, to wit: Beginning at a point where a line drawn from the northeast corner of Township No. 5, South Range, No. 17 East, running south twenty-five and a half degrees, West one hundred and twenty-nine chains, will terminate (said point of beginning being on the south side of the road from Mariposa to Stockton, by way of Mt. Ophir), and running thence south forty chains to a stake, thence west forty chains to a stake, thence north forty chains to a stake near said road, and thence east along the direction of the said road forty chains to the place of beginning, and containing one hundred and sixty acres (being part and parcel of the tract known as Las Mariposas), together with all the hereditaments, works, mills, machinery, fixtures, buildings, and appurtenances whatsoever, thereunto belonging, and including the works known as the Mount Ophir Reduction Works.

And it is further considered, adjudged, and decreed, by the Court, that the said plaintiff do have and recover of and from the said defendant, the said sum of sixteen hundred and ninety dollars, in damages by the Court found and assessed, together with his costs and charges in this behalf laid out and expended, taxed at the further sum of ——— dollars, and that the plaintiff have a writ of possession and execution against the defendants accordingly.

Signed, July 2d, 1857. E. BURKE, District Judge.
Filed July 2d, 1857. WM. A. GERARD, Clerk.

SUPREME COURT.

THE FREMONT DECISION.

Biddle Boggs vs. *The Merced Mining Company.*—The Supreme Court rendered the following opinion (in which we insert sub-heads) on October 15th, Chief Justice Field being the writer and Justice Cope concurring:

STATEMENT OF THE CASE.

In 1844, Micheltorina the Governor of California, issued to Juan B. Alvarado a grant of a tract of land, known as Los Mariposas, to the extent of ten square leagues, lying within designated boundaries, embracing a much greater quantity In 1847, Alvarado conveyed, for a valuable consideration, his interest in the tract to John Charles Fremont. In January, 1852, Fremont presented his claim under the grant to the United States Board of Land Commissioners, for confirmation, and in December, of the same year, the claim was confirmed. On appeal to the United States District Court, the decision of the Board was reversed; but on appeal to the Supreme Court of the United States, the claim was adjudged to be valid, and the cause was remanded to the District Court for further proceedings. In pursuance of the mandate of the Supreme Court, a final decree of confirmation was entered in June, 1855. In July following, the specified quantity designated in the grant—ten leagues—was surveyed and segregated from the general tract embraced within the exterior boundaries of the grant, under the direction of the Surveyor General of the United States for California, and the survey was subsequently approved by that officer. Upon this survey and the decree of confirmation, a patent was issued on the part of the United States to Fremont, bearing date the 19th of February, 1856, signed by the President, and countersigned by the Acting Recorder of the General Land Office at Washington. The patent refers to the proceedings before the Land Commission, the appeals, and the judgments both of the District and of the Supreme Courts, the final decree of confirmation, the survey thereunder and its approval, and, in terms, grants the land with the specific description of the approved survey, to Fremont and his heirs and assigns forever. This patent includes the premises occupied by the defendant, and, after its receipt, Fremont leased them to the plaintiff for the period of seven years, at the monthly rent of one thousand dollars. For their recovery, the lessee brings the present suit. These premises contain ledges of gold-bearing quartz, and the defendant entered into their possession in May, 1851, and, between that period and the issuance of the patent to Fremont erected thereon, at great expense, machinery and mills for excavating and crushing the rock and extracting the gold, and has continued in the occupation of the premises, working the quartz veins and extracting the gold, ever since. The lease in terms covers these various works, which are as the complaint alleges, fixed to the soil and a part of the freehold.

DEFENDANTS' POINTS.

To resist a recovery the defendant relies upon three grounds: 1st. Fraud in the survey of the Alvarado grant, and the procurement of the patent by Fremont: 2d. Estoppel from the declarations and conduct of Fremont; and 3d. A license from the Government to enter upon the premises and extract the gold. It was stipulated between the parties previous to the trial that the defendant might have any affirmative relief which he would be entitled to upon filing a cross bill to the action, or an original bill setting up the facts contained in the answer, and might set up any equitable defence which the company would be entitled to set up in a Court of Chancery to the case made in the complaint.

The effect of the first clause of the stipulation we conceive to be this: that if the facts alleged in the answer, and established by the proofs, could, in any proceeding at law or in equity, be urged by the defendant against the prosecution of the present action, they may be urged in this case without regard to the form of the action or the character of the pleadings. As to the second clause of the stipulation, the parties appear to have construed it to mean, that the defendant might upon the development of the proofs, without reference to the allegations of the answer, interpose any defence which a Court of equity would sustain to the case set forth in the complaint.

We shall, for the determination of the appeal, follow this construction, liberal as it is, without considering an objection which might be, but is not taken, that the Court cannot properly, even upon the consent of the parties, pass upon questions not raised by the written allegations of the pleadings.

CHARGE OF FRAUD IN SURVEY.

As to the charge of fraud in the survey, and the procurement of the patent, the answer sets forth, that the grant to Alvarado, which is the basis of the claim of Fremont, was issued upon a petition for agricultural and grazing land, of the extent of ten square leagues, to be located within exterior boundaries, embracing over one hundred : that neither in the petition nor in the grant was any particular description given of the specific quantity granted ; that no survey or location of this quantity was attempted until 1849, when a survey was made of the ten leagues by Fremont in the Valley of the Mariposas, and a map of the same published to the world ; that the lines of this map do not approach, within a distance of two miles, the premises in controversy ; that this map was annexed to the petition of Fremont presented to the Board of Land Commissioners for the confirmation of his claim, and that by the decree of the Board, the claim was confirmed to the land described in it ; that until the decision of the Supreme Court, in December, 1854, Fremont persisted in claiming the land thus designated, and disclaimed ownership in, or title to, the mineral lands in controversy, but that after that decision, and in July, 1855, he "caused and procured" another survey to be made, which includes these lands ; that this survey was approved by the Surveyor-General, and that the same was fraudulent in this: that it was made clandestinely, by the agents of Fremont, who carefully concealed from the defendant his intention to include the mineral lands and veins in controversy, knowing that the grant to Alvarado, qualified and controlled by the petition of Alvarado, called only for grazing and agricultural lands, and that under the decision of the Supreme Court, he was entitled to a location upon none other.

The answer contains no other allegations of fraud in the last survey, than this concealment and the variance from the original survey made in 1849 ; but when the cause was called for trial, the defendant filed an affidavit, to the effect that he expected to prove by the Attorney-General of the United States and the Commissioner of the Land Office at Washington, that in procuring his patent a fraud was perpetrated upon the Government by Fremont, in misrepresenting the quality and character of the lands embraced in the survey, and by several other witnesses that the survey was made, and concealed at the time from the defendant and all others claiming adversely to Fremont.

It was therefore admitted, for the purpose of preventing a continuance, that the several witnesses named would, if present, respectively testify as stated in this affidavit, and that their testimony should be considered as actually given on the trial, or as offered and overruled by the Court, as improper. This testimony, thus assumed, was offered, and for all the purposes of this case must be deemed as actually before the Court. That portion which relates to the alleged clandestine survey, was met on the trial by counter proof, and negatived. The Court passed upon the point and found against the charge, and its finding in this respect is fully warranted by the evidence. But even were this not so, we are unable to perceive that it would make any difference. There was no obligation resting either upon Fremont or the Surveyor-General, to give notice of the survey to the defendant, or any one else, and it is of no consequence how secretly or how openly the survey was made. That portion of the charge which relates to the alleged misrepresentation of the quality and character of the land is conclusively answered by the proceedings in the Supreme Court of the United States, to which reference is made in the record, and in the argument of counsel. The alleged misrepresentation consists in the fact, that the land is mineral, whereas it is said in argument (for nothing of the kind appears in proof) that it was represented to be exclusively grazing and agricultural. The fact that the land contained mines of gold and silver was before the Supreme Court, and constituted one of the grounds upon which the Attorney-General based his argument against the confirmation of the claim. To his objection on this head the court said in its opinion : "In relation to that part of the argument which disputes his right, upon the ground that his grant embraces mines of gold or silver, it is sufficient to say that, under the mining laws of Spain, the discovery of a mine of gold or silver did not destroy the title of the individual to the land granted. The only question before the Court is the validity of the title. And whether there be any mines on this land, and if there be any, what are the rights of the sovereignty in them, are questions which must be decided in another form of proceeding, and are not subjected to the jurisdiction of the Commissioners or the Courts, by the act of 1851." (17 How. 505.) That the land claimed by Fremont was mineral, or believed to be mineral, was thus well known to Government, as is manifest from the argument of the Attorney-General and the decision of the Court; and in the face of these public acts, the charge of misrepresentation as to its quality and character falls to the ground. The entire charge of fraud then rests upon the simple fact that the official survey obtained by Freemont differs entirely from his own original survey. That this private survey—accompanying his petition to the Land Commissioners—was not binding upon the Government, is too clear for argument.

In Smith *v.* The United States (10 Peters, 334), the Supreme Court says:

"The laws of the United States give no authority to an individual to survey his grant or claim to lands; he may mark lines to designate the extent and bounds of his claim, but he can acquire no right thereby."

In the U. S. Hanson (10 Peters, 199), a private survey was considered and rejected, as being of no force or validity. In Los Bois *v*, Brunnell (4 How. 449), in speaking of a survey of one Mackay, the Court said, "it was a private one, and made at the instance of the inhabitants of St. Louis, and not binding on any one;" and in Mackay *v* Dillon (4 How. 421), of the same survey: "It was in its nature a private survey, and not binding on the United States." In Glenn *v.* The United States, (13 How. 256), in referring to surveys offered in evidence, the Court said: "The surveys produced to us are private ones, and of no value in support of the claim."

It is true the decree of the Land Commission confirmed the claim of Fremont to the land described in his survey, but that decree was reversed by the District Court, and when the case was remanded to the District Court from the Supreme Court, it was accompanied with directions to take further proceedings in conformity with the opinion of the latter Court. In that opinion allusion is made to the form of the survey, which was to follow. "Some difficulty," says the Court, "has been suggested as to the form of the survey. The law directs that a survey shall be made, and a plat returned of all claims affirmed by the Commissioners. *And as the lines of this land have not been fixed by public authority*, their proper location may be a matter of some difficulty. Under the Mexican Government, the survey was to be made or approved by the officer of the Government, and the party was not at liberty to give what form he pleased to the grant. This precaution was necessary, in order to prevent the party from giving it such a form as would be inconvenient to the adjoining public domain and impair its value. The right which the Mexican Government reserved to control this survey passed, with all other public rights, to the United States; and the survey must now be made under the authority of the United States, and in the form and divisions prescribed by laws for surveys in California, embracing the entire grant in one tract."

Upon filing the mandate of the Supreme Court, the District Court, in entering the final decree of confirmation, in June, 1855, conformed to the opinion of that Court and ordered that the land be surveyed according to its direction. It is upon this decree, and in pursuance of it, that the survey which is the subject of complaint was made and approved by the Surveyor General of the United States for California. No other or previous survey has any standing in Court, or can in any respect affect the rights of the grantee. That Fremont "caused and procured" the survey to be made, does not imply the use of any improper influences for that purpose. That he applied to the proper officers to make the survey is no doubts true; but that he employed any means to improperly control their action there is no evidence, and that the survey was made, secretly, or concealed after it was made, is, as we have already observed, contradicted by the testimony.

The grant to Alvardo passed a present and immediate interest to ten square leagues, to be afterwards surveyed and laid off within the exterior limits or the general tract by the Government. Such survey could only be made under the former Government by its officers, and could not be made by the grantee himself. The right of survey passed with all other public rights, to the Government of the United States, upon the cession of the country and is now to be exercised by its officers, and in conformity with its laws. By the legislation of Congress the subject of surveys is entrusted to the Executive Department of Government, and is not left to the direction or control of the grantee. The action of that department in the location of confirmed grants, when the quantity granted is without specific boundaries, lying within a larger tract, is conclusive and binding upon him. It may be true that, under the recent decision of the Supreme Court in the Fossat case, the U. S. District Court possesses jurisdiction to control the location made upon its decree, whilst the proceedings for conformation are pending before it, but, subject to this qualification, the action of the department in the case mentioned is a finality with the claimant, We have considered at length the charge of fraud interposed to the recovery, to show the groundless character; but the true answer to objections of this and the like nature, if capable of being established to their full extent, is, that they are inadmissible in an action of ejectment to impeach the patent. In the case of Moore *et al.*, *vs.* Wilkinson, decided in this Court at the April Term, we had occasion to consider how far the conclusiveness of a survey and patent could be questioned in an action of ejectment. In that case, the defendants, claiming to be preempt of the premises in controversy, under the laws of the United States, offered parol evidence to show that the four leagues as surveyed and patented to the plaintiff were different from the tract designated in the grant upon which the patent issued, and the map to which the grant made reference, and that a correct location of the tract as granted, would not include the premises in suit. The Court below excluded the evidence, and in sustaining its ruling, we said: "The Government has provided a Board for the determination of the validity of claims to lands held under Mexican grants, and a system for the survey and location of the lands upon the recognition and confirmation of such claims. The survey and location are to follow the decree of confirmation. The approval of the survey by the proper officer is the determination—the judgment of the appropriate department of Government, that the survey does conform to such decree. That determination or judgment is not the subject of review by the Judiciary. It is conclusive upon the Courts, in actions of ejectment, as the adjudication of a competent tribunal, upon a subject within its exclusive jurisdiction. The patent, which is the final document issued by the Government, is conclusive evidence of the validity of the original grant, and of its recognition and confirmation, and of the survey and its conformity with the confirmation, and of the relinquishment to the patentee of all the interest of the United States in the land. It cannot be attacked collaterally, even for fraud, whether charged to have existed in the procurement of the original grant, or in the proof of its execution, or in the making of the survey. For these matters the right of interference rests only with the Government. Individuals can resist the conclusiveness of the patent only by showing that it conflicts with prior rights vested in them. And this brings us to the inquiry whether the defendants possess any such prior rights. The 15th section of the Act of Congress of 1851, provides that the final decree of confirmation and patent shall be conclusive between the United States and the claimants only, and shall not affect the interests of third persons. If conclusive between the United States and the claimants, it must be equally so between persons holding under either of those parties; and in Waterman *et al.* *v.* Smith, we held that the third persons mentioned in the Act were those whose titles were, at the time, such as to enable them to resist successfully any action of the Government respecting it. The patent took effect by relation, at the date of the presentation of the petition of the patentee to the Board of Land Commissioners, in March, 1852. At that time the pre-emption laws of the United States, under which the defendants assert their acquisition of rights, were not extended to California. Any rights which they possess were subsequently acquired and must be subordinate to the result of the proceedings then pending by the grantees before the tribunals and officers of the United States. Those proceedings had for their object the recognition of the grantee's claim, and the determination of its location with such precision as to leave no room for subsequent dispute and litigation. If settlers, after steps taken for confirmation, could by location acquire such rights to the premises as to authorize them to compel a patentee, in every suit for the recovery of his land, to establish the correctness of the action of the officers of Government in their survey and location, the patent, instead of being an instrument of quiet and security to the possessor, would become a source of perpetual and ruinous litigation, and the settlement of land titles in the country be delayed a quarter of a century. The patentee would find it established in different suits, to the utter destruction of his rights, that his land should have been located in as many different places within the exterior boundaries of the general tract, designated in his grant, as the varying prejudices, interests, or notions of justice of witnesses and jurymen might suggest."

The views here expressed are applicable to the case at bar, and are conclusive of the point that the defendant cannot—treating this as an action of ejectment—set up fraud in the survey or the procurement of the patent, to defeat the action of the plaintiff. We do not here express any opinion as to the rights of the defendants. These we shall hereafter consider. If it be assumed, for the present, that they are vested so as to avail the defendant against the assertion of any claim of the Government respecting the premises in controversy, it would only follow that the patent was inoperative to that extent—not that it was void. The rights of the defendant would, in that case, be effectually protected by the provisions of the 15th section of the Act of 1851, and the patent would be like a second deed to premises previously granted, and pass, as to the property, no interest.

DEFENDANTS ENTITLED TO NO RELIEF IN EQUITY.

Nor would the facts set up in the answer, as fraudulent, if presented in an original or cross-bill, avail the defendants in avoiding or resisting the patent. The effect of the matters alleged by way of estoppel we shall hereafter consider. We now speak of the charge of fraud—consisting, as we have seen in the variance between the private and the official survey, and the alleged concealment of the latter. Misrepresentation to the Government of the quality and character of the land is not averred in the answer, and if it were, the allegation would not change the case. The charge of misrepresentation and concealment, as we have seen, are without foundation in fact, and the change in the survey was the act of the Government, and not of the patentee. These matters, then, would give the defendants no title to relief in a Court of Equity.

But there is another and a fatal objection to any equitable suit of the nature supposed. Fremont is not a party to this action, and he would be a necessary party to any proceeding to avoid or set aside his patent, on the ground that it was issued by fraud or misrepresentation. His rights cannot be determined or impaired in any side suit between third parties.

The proceeding by bill in equity, which an individual is allowed to take to set aside a patent or limit its operation, is in the nature of a bill to quiet title—to determine an estate held adversley to him—to remove what would otherwise be a cloud upon his own title; or is in the nature of a bill to enforce a transfer of the interest from the patentee, on the ground that the latter has, by mistake of fraud, acquired a title in his own name, which he should in equity hold for the benefit of the complainant. The individual complainant must therefore possess a title superior to that of his adversary, and of course to that of the Government through whom his adversary claims, or he must possess equities which will control the title in his adversary's name.

Thus in Gaines *et al. v.* Nicholson *et. al.* (9 Howard 364) the plaintiffs, as trustees of schools and school lands of a township in Mississippi, claimed the sixteenth section of the township as appropriated for the use of schools, under certain Acts of Congress. By provisions contained in a treaty with the Choctaw tribe of Indians certain lands were reserved to several members of the tribe, and, among others, to one Wall—to be located in entire sections and to include their residence and improvements at the time. Wall conveyed his interest in the section reserved to him to parties, who, representing that he resides upon the sixteenth section of the township at the date of the treaty, and had his improvements thereon, obtained a patent from the President of the United States, and then brought ejectment against the tenant of the trustees in possession of the premises. The trustees thereupon filed a bill to stay the proceedings at law, and prayed for a temporary injunction in the first instance, and, afterwards, a perpetual injunction, alleging that the representation as to the residence and improvement of Wall—upon which the patent was issued—was false and fraudulent. The Court below decreed a perpetual injunction, and directed the patentees to relinquish their interest to the trustees. The appellate court, after stating the facts of the case, and referring to the alleged false and fraudulent misrepresentation, says:

"This is the ground set forth by the complainants upon which to invoke the equitable interposition of the Court to set aside and annul the patent, and to remove the incumbrance from their title, and to stay the proceedings at law. And, undoubtedly, if the facts thus charged have been established by the proceedings and proofs, a right to such equitable interposition for the relief sought has been made out, and the decree of the Court below should be upheld."

Here the trustees asserted a title, which, upon their allegation, was superior to that of the Government at the time the patent issued, and though the suit is stated in the opinion of the Court to be set aside and annul the patent, it was, in fact, as appears from the pleadings and judgment, only to stay proceedings at law and remove the cloud upon the title. In that particular case, the effect of the suit, had the decree been sustained, would have been the same upon the rights of the patentee, as if it had been brought to annul the patent absolutely. But, in many cases, the effect would be very different. A decree annulling the patent destroys it absolutely; a decree setting it aside, or restricting its operation to the premises in controversy still leaves it unimpaired in other respects. To annul a patent absolutely, proceedings can only be taken by the Government, or some individual in its name, and that by *scire facias*, or by bill or information. Individuals can maintain no proceedings to that effect, the question being one exclusively between the sovereignty issuing the patent, and the patentee. Thus, in Jackson *v.* Lawton (10 John., 24), where two patents were issued for the same premises, Kent, C. J., said :

"The elder patent must, therefore, be impeached, and set aside, before we can acknowledge any title set up under the younger patent ; and the question is, whether it can be impeached by parol proof in this suit. Letters patent are matters of record, and the general rule is that they can only be avoided in chancery, by a writ of *scirc facias* sued out on the part of the Government, or by some individual prosecuting in its name. This is the settled English course, sanctioned by numerous precedents ; and we have no statute or precedent establishing a different course." And again :

"If the elder patent, in the present case, was issued by mistake, or upon false suggestions, it is voidable only ; and unless letters patent are absolutely void on the face of them, or the issuing of them was without authority, or was prohibited by statute, they can only be avoided in a regular course of pleading, in which the fraud, irregularity, or mistake is directly put in issue. The principle has been frequently admitted that the fraud must appear on the face of the patent, to render it void in a court of law ; and that when the fraud or other defect, arises on circumstances *dehors* the grant, the grant is voidable only by suit. The regular tribunal for this purpose is *chancery*, founded on a proceeding by *scire facias*, or by bill or information. It would be against precedent, and of dangerous consequences to titles, to permit letters patent (which are solemn grants of record) to be impeached collaterally by parol proof in this action."

In Field *v.* Seaburg (19 Howard, 332), the point was presented, whether, when a grant or patent of land, or legislative confirmation of titles to land, has been made by the sovereignty or legislative authority only having the right to make it, there being no provision in the patent by law to inquire into its fairness as between the grantor and grantee, or between third parties, a third party could raise, in ejectment, the question of fraud as between the grantor and grantee, and thus look beyond the patent or grant ; and the Court, after stating that it was not aware that such a proceeding was permitted in any of the courts of law, said further : "In England, a bill in equity lies to set aside letters patent obtained from the King by fraud (Attorney-General *v.* Vernon, 227, 370 : the same case, 2 Chap.

Rep., 353), and it would, in the United States ; but it is a question exclusively between the sovereignty making the grant and the grantee."

But it is unnecessary to pursue this point further, for, even if the defendant possessed a title to the premises, no matters are shown, as we have already observed, which would authorize any equitable interference of the Court with the claim of the plaintiff on the ground that the survey was made and the patent procured by fraud.

ESTOPPEL AS A DEFENCE.

We pass to the second ground of defence—that of estoppel. The only matters alleged in the answer by way of estoppel are the private survey of Fremont in 1849, and his presentation of the same to the Board of Land Commissioners, as embracing and identifying the tract he claimed ; and subsequent public and repeated disclaimers by him at the time the defendant took possession of the premises in controversy, in 1851, and afterwards, up to July, 1855, of any title or claim to the property, and of any title or claim to any land within the exterior bounds of the grant to Alvarado, except that designated in his survey.

Upon these declarations the answer avers the defendants acted, and was induced to make valuable and permanent improvements upon the premises in controversy and adjacent property, at an expenditure of upwards of eight hundred thousand dollars ; and insists that the plaintiff is thereby estopped from asserting any title under Fremont. Other matters are also urged by way of estoppel, not alleged in the answer, and which, but for the stipulation of the parties, would not be considered by the Court. In the affidavit for a continuance, to which we have already referred, it was stated that the defendant expected by several witnesses named, to prove that from the time possession was taken of the premises to that date, Fremont knew of the claim of the defendant to the property, and its occupation and improvement, and never set up any title to the same until July 1855, or forbid the occupation and improvement. To prevent the continuance, it was admitted that the witnesses if present, would testify as stated, and that their testimony should be deemed as actually given, or as offered and overruled as improper.

The Court passed upon these matters, and found that up to July, 1855, Fremont claimed the premises in his survey, and made the representations and disclaimers alleged, to the property in controversy, but that it was not shown that he *wilfully* *made them, or intended to deceive or defraud the defendants, or to influence its conduct,* but that they were made "*without any fraudulent intent, and before the final location of his claim, and when it was unknown where the lines thereof would be fixed,*" and that he knew of the occupation and improvements of the defendants from the time possession was taken, without forbidding the same, or claiming the premises, until July, 1855.

PHILOSOPHY OF ESTOPPEL.

It is undoubtedly true that a party will, in many instances be concluded by his declarations and conduct, which have influenced the conduct of another to his injury. The party is said, in such cases, to be estopped from denying the truth of his admissions. But to the application of this principle with respect to the title of property, it must appear, first, that the party making the admission by his declarations or conduct, was apprised of the true state of his own title ; second, that he made the admission with the express intention to deceive, or with such careless and culpable negligence as to amount to constructive fraud ; third, that the other party was not only destitute of all knowledge of the true state of the title, but of the means of acquiring such knowledge ; and fourth, that he relied directly upon such admission, and will be injured by allowing its truth to be disproved.

These qualifications in the application of the doctrine will be found fully sustained by the authorities. There must be some degree of turpitude in the conduct of a party before a Court of Equity will estop him from the assertion of his title—the effect of the estoppel being to forfeit his property and transfer its enjoyment to another. "In all this class of cases," says Story, speaking of equitable estoppel, "the doctrine proceeds upon the ground of constructive fraud, or of gross negligence, which, in effect, implies fraud. And, therefore, where the circumstances of the case repel any such inference, although there may be some degree of negligence, yet Courts of Equity will not grant relief. It has, accordingly, been laid down by a very learned Judge, that the cases on this subject go to this result only, that there must be positive fraud, or concealment, or negligence, so gross as to amount to constructive fraud." (1st Story's Equity, sec. 391.)

"In order to the introduction of this equity," says Adams, in his treatise on the doctrine of equity, "it is essential that there be intentional deceit in the defendants, or, at all events, that degree of gross negligence which amounts to evidence of an intent to deceive." (Vide, page, 151.)

In Commonwealth *v.* Moltz (10 Barr, 531), the Supreme Court of Pennsylvania, after citing several cases in which the doctrine of equitable estoppel was applied, said :

" In all these cases, there is some ingredient which would make it a fraud in the party to insist on his legal right." (Per Sergeant, J., in Crest *v.* Jack, 3 W., 238.) And again : "To the constitution of this species of estoppel, at least three ingredients seem to be necessary : first, misrepresentation or wilful silence by one having knowledge of the fact : second, that the actor, having no means of information, was, but by the conduct of the other, induced to do what otherwise he would not have done ; and thirdly, that injury would ensue from a permission to allege the truth. *And these three things must appear affirmatively.*"

In Copeland *v.* Copeland (28 Maine, 539) the Supreme Court of Maine, in considering the nature of these estoppels, after quoting the language of Lord Denman, in Pickard *v.* Lewis (6 Adolph & Ellis, 474), " that where one, by his words or conduct wilfully causes another to believe the existence of a certain state of things, and induces him to act on that belief, so as to alter his own previous position, the former is concluded from averring against the latter, a different state of things, as existing at the same time," said, " In this position, thus established, it must be observed that several things are essential to be made out in order to the operation of the rule : the first is, that the act or declaration of the person must be wilful, that is, with knowledge of the facts upon which any right he may have must depend, or with an intention to deceive the other party ; he must, at least, it would seem, be aware that he is giving countenance to the alteration of the conduct of the other, whereby he will be injured, if the representation be untrue ; and the other must appear to have changed his position by reason of such inducement."

In Whitaker *v.* Williams (20 Conn., 104), the Supreme Court of Connecticut in considering the same subject, said : " The doctrine that one shall not be permitted to retract representations, in which is included conduct by which he has induced another to adopt a particular course of action, supposes, and is to be understood with the qualification, which is, indeed, a part of the principle itself, that the one by whom such representations were made had a knowledge of his rights. In laying down this qualification, we speak of the principle generally, and would not be understood to say that there may not be cases where there is such culpability on the part of the person making such representations, or such particular circumstances or consequences attending them, that he would not be permitted to set up the want of such knowledge."

In Delapline *v.* Hitchcock (6 Hill, 16), the Supreme Court of New York, per Bronson J., said : "The mouth of a party will sometimes be closed after he has omitted to speak at the proper time, and has thus been the occasion of misleading a third person. But there is no such thing as an estoppel *in pais* for neglecting to speak or act, where the party did not know the facts which, if known, would have made it his duty to speak or act. An estoppel *in pais* is a moral question. It can only exist where the party is attempting to do that which casuists would decide to be wrong ; something which is against good conscience and honest dealing." (8 Wend., 483 : 3 Hill, 215, 220.)

In Brewer *v.* Boston and Worcester Railroad Corporation (5 Met. 479), the defendant brought a writ of entry to recover a parcel of flats appurtenant to his upland. The case was submitted to the Court on a statement of facts, from which it appeared that the defendant and one Tolman, under whose wife the tenant claimed, had agreed by parol upon a dividing line between the flats appurtenant to their respective lands, and, in the language of the statement, "the demandant always claimed to own the flats lying northeasterly of said line, and exercised various acts of ownership on the same. He stated to the agent of tenants, before they purchased the land and flats of said Tolman and wife, that the land which he claimed lay northeasterly of said line, and that he did not claim the land southwesterly of said line, and he has also made similar representations to others. After the tenants purchased of Tolman and wife, they proceeded, with the knowledge of the demandant, to fill up said land lying southwesterly of said line, and to erect buildings and fences thereon, and exercise other acts of ownership on the land ; and the demandant was frequently present and saw said improvements, and pointed out the said line, and never expressed any dissent to said proceedings, nor gave any notice to the tenants that he had any claim to the said land."

Upon this statement of facts it was agreed by the parties that if the Court should determine that the demandant was entitled to the flats, he should recover in conformity to certain lines, unless the Court should determine that the demandant was estopped, as against the tenants, from claiming the same. The Court adjudged a recovery in favor of the demandants, stating, in its opinion, that it decided the case on the ground that the demandant had acted fairly under a mistake, and that he had made no declarations contrary to his honest belief at the time, or with any intention to deceive the tenants. "And we think it clear," said the Court, "that declarations thus made, do not operate in the nature of an estoppel. A party is not to be estopped to prove a legal title to his estate, by any misrepresentation of its locality made by mistake, without fraud or intentional deception, although another party may be induced thereby to purchase an adjoining lot, the title to which may prove defective ; for he may require a warranty ; and it would be most unjust that a party should forfeit his estate by a mere mistake.

THE ESTOPPEL DEFENCE NOT GOOD.

These authorities are sufficient to show the correctness of the qualifications we have placed upon the application of the principle of equitable estoppel. They might be multiplied to an almost indefinite extent. Tested by them the matters set up can have no operation by way of estoppel. Fremont's claim, under the Alvarado grant, was to no specifie tract. It was only an interest to a specified quantity, to be afterwards surveyed and laid off by the officers of Government. Fremont evidently thought otherwise. He believed he could himself make the segregation. He therefore made the survey in 1849, which he annexed to his petition. He asserted his claim to that specific tract. The Board affirmed his claim to that tract, and it would appear a subsequent survey, in 1852, was made under its decree, in conformity to it. Had the matter there rested, the present case would never have existed. But the decree of the Board was reversed by the District Court, and with the decree, the survey under it fell, as a matter of course. Fremont sought a reversal of that decree in the Supreme Court, and obtained its reversal, but the reversal was accompanied with a direction that the survey should be made in a particular form. The District Court entered in June, 1855, a final decree, in pursuance of that direction. The only authoritative and official survey was made under that decree. That survey gave precision to Fremont's claim, and attached his title to the land it embraced. That survey covers the premises in controversy, and from its approval Fremont has asserted his right to them. From that approval, his title to the land became perfect. The previous representations and disclaimers were clearly madt under a misapprehension of his rights. It would be mose unreasonable to hold that he intended to abandon all title to any land outside of his own private survey, or the survey under the decree of the Board—provided the Government should finally locate his claim on another and different portion, within the exterior boundaries of his general tract.

The representations—under the circumstances, and the law governing the location of land claims under floating Mexican grants—could not be more than an expression of an opinion as to what ought to be its location, or the expression of a desire where it should be located. The defendant knew that the claim was a floating one—it is so averred to be in the answer—and evidently labored under the same mistake as to the right of the claimant to make the location as Fremont. The law was as well known to the company as to him ; and both must be presumed to have known it, although, in fact, both were equally mistaken in its rule. To give the declarations and disclaimers made under these circumstances the effect of an estoppel, operating, as it would, to deprive Fremont of his estate in the premises, and transfer it to the defendants, would be, in the highest degree, inequitable and unjust. There is no proof of any intention to deceive ; nor of any facts from which such an intention can be justly inferred. The Court passed upon the question, and found against the charge, and thus swept out the only basis upon which it could rest. The defendant has no title to the land ; that vested absolutely in Fremont, by the final decree and approved survey, evidenced as they are, by the patent under the signature of the President of the United States. Whether, notwithstanding the title to the land is in Fremont, the defendants have a right to its use and occupation, as a mining corporation, for the purpose of extracting the precious metals, is another question, which we shall hereafter consider. To the land the company has no title ; it does not claim under the pre-emption laws of the United States, and if it did, the claim would be untenable, as mineral land is expressly exempted from pre-emption by the legislation of Congress.

ANOTHER ANSWER TO THE ESTOPPEL DEFENSE.

But there is another and perfect answer to the application of the doctrine of estoppel in this case. The ground of complaint is, that Fremont represented that the premises were public land—not covered by his claim—and thus induced the defendant to enter upon the same and occupy and improve them as such. Suppose this were so—and that the land was public—no prohibition existed against a subsequent aquisition of the title from the superior proprietor. The defendant could not acquire by mere occupation—we speak now of the land, not the mineral—any rights which could control the action of the Government. It could only hold so long as the superior proprietor permitted ; and that proprietor saw proper to give the land to Fremont, or to any other person, it could interpose no valid objection. The Government could not be estopped from asserting its title and disposing of it, to whomsoever and whenever it thought proper. The pre-emption laws not extending to mineral lands, the defendant was at best but a mere tenant at sufferance.

By the patent the Government is estopped from asserting title to the premises, and if the position of counsel were tenable. Fremont is estopped from asserting title against the defendants. It would follow that the defendants would have—by merely occupying the land as public land—rights superior to both, and that, too, in the face of an express prohibition of the sale by the Government of the mineral lands. It requires no argument to show the groundlessness of the position.

We pass to the consideration of the last ground of defense—the right of the defendants as a mining corporation to the possession and use of the land for the purpose of extracting the precious metals. If it possess such a right against the true owner, it must be upon the ground that the mineral does not pass with the soil as an incident to it, but belongs either to the United States or the State of California, and that the defendant has an effectual license to enter upon the premises and extract the same.

NO OPINION NOW ABOUT OWNERSHIP OF THE GOLD MINES.

In Hicks *v.* Bell (3 Cal., 219), this Court held that the mines of gold and silver belong to the State by virtue of her sovereignty. On the other hand, in this very case which we are now considering, Mr. Justice Burnett expressed the opinion that they belong to the United States by their succession to the rights of Mexico. And in the argument upon the re-hearing, the position taken in both of these cases was attacked by many weighty considerations. We do not purpose, however, to pass definitely upon the question, it is not essential to the determination of this appeal that we should. The question is one of great magnitude and importance, and we purpose to postpone its consideration until it can be presented to a full bench. The situation of one of the Justices of this Court as former counsel of the respondent, necessarily excludes him from a participation in its decision in this action. We shall not, therefore, inquire whether or not the mineral passes with the soil. We shall assume with reference to its ownership the position most favorable for the defendants, that it belongs to the General Government or to the State, for if the ownership is not in one or the other, the case of the defendants is closed, and the defence left without any semblance of reason.

DEFENDANT HAS NO RIGHT UNDER THE UNITED STATES.

Assuming, then, in the first place, for the purposes of this case, that the mineral belongs to the United States, have the defendants any effectual license to enter upon the premises of the plaintiff and remove it?

It is sometimes said, in speaking of the public lands, that there is a general license from the United States to work the mines which these lands contain. But this language, though it has found its way into some judicial decisions, is inaccurate, as applied to the action, or rather want of action of the Government. There is no license in the legal meaning of that term. A license to work the mines implies a permission to extract and remove the mineral. Such license from an individual owner can be created only by writing, and from the General Government only by act of Congress. It carries an interest in the land, and arises only from grant. The mineral, whether a distinct possession or otherwise, constitutes part of the realty, as much so as growing timber, and no interest in it can pass, except in the ordinary modes for the disposition of land. It is under the exclusive control of Congress, equally with any other interest which the Government possesses in land. But Congress has adopted no specific action on the subject, and has left that matter to be controlled by its previous general legislation respecting the public domain. And it is from its want of specific action, from its passiveness, that the inference is drawn of a general license. The most which can be said is, that the Government has forborne to exercise its rights, but this forbearance confers no positive right upon the miner, which would avail as a protection against the assertion of its claims to the mineral. The supposed license from the General Government then to work the mines in the public lands, consists in its simple forbearance. Any other license rests in mere assertion, and it is untrue in fact and unwarranted in law.

It may be, and undoubtedly is, a very convenient rule, in determining controversies between parties on the public lands, where neither can have absolute rights, to presume a grant from the Government, of mines, water privileges, and the like, to the first appropriator ; but such a presumption can have no place for consideration against the superior proprietor. Presumptions are indulged to supply the absence of facts, but never against ascertained and established facts. That there has been no grant from the Government is certain, for its records and legislation are public and open to examination, and its forbearance as to the public lands would not, as we have observed, avail against the assertion of its claims, much less confer rights capable of enforcement in reference to other lands.

THE UNITED STATES CANNOT GIVE AWAY FREMONT'S GOLD.

But even if this forbearance were entitled to the slightest consideration, as a *legal* objection to the assertion of the title of the Government, which we do not admit, it could only be so in those cases where it has been accompanied with such knowledge, on its part, of the working of the mines and the removal of the mineral, as to have induced investigation and action, had this been intended or desired. Such knowledge must be *affirmatively* shown by those who assert a license from forbearance. This knowledge may be affirmed with reason as to mines on the public lands ; but it is not shown, nor can it be, that the Government ever knew that parties claimed, under its permission and authority, to enter upon private land, held by title paramount to its own, and to extract and remove the mineral. Nor do we admit that the United States—holding, as they do, with reference to the public property in the minerals only the position of a private proprietor, with the exception of exemption from State taxation, having no municipal sovereignty or right of eminent domain within the limits of the State—could, in derogation of the rights of the local sovereign, to govern the relations of the citizens of the State, and to prescribe the rules of property, and its mode of disposition, and its tenure, enter upon, or authorize an entry upon private property, for the purpose of extracting such minerals embedded in the soil, which could only be done by lessening or destroying the value of the inheritance. The United States, like any other proprietor, can only exercise their rights to the mineral or private property, in subordination to such rules and regulations as the local sovereign may prescribe. Until such rules and regulations are established, the landed proprietor may successfully resist, in the Courts of the State, all attempts at invasion of his property, whether by the direct action of the United States, or by virtue of any pretended license under their authority. The defense resting upon such alleged license must consequently fail.

THE DEFENDANT HAS NO RIGHT UNDER THE STATE.

The claim of a license from the State with reference to the mines, assuming that she possesses title to the minerals, is based on her affirmative acts, and not on mere forbearance. By her legislation she has authorized the issuance of license to certain classes of persons; has provided for the introduction of proof of particular customs, usages, and regulations, in actions respecting mining claims; has levied taxes upon canals and ditches, constructed for the express purpose of conducting water to be used in mining for gold, and, in a great variety of instances, has expressed her recognition of a license in the miner to use whatever right she possessed. But this license, very justly inferred from the general course of her legislation, is restricted to the public lands. This has been expressly adjudged by this Court in repeated instances.

In Stokes *v.* Barrett, 5 Cal. 36, the Court said: "We held, in the case of Hicks *et al. v.* Bell *et al.*, that the mines of gold and silver in this State were the property of the State, and that the policy of her legislation permitted all persons to work for these metals. We did not, in that case, intend to go further than to decide the right of all citizens to dig for gold upon the *public lands;* for although the State is the owner of the gold and silver found in the lands of private individuals, as well as the public lands, *yet to authorize the invasion of private property, in order to enjoy a public franchise, would require more specific legislation than any yet resorted to.*"

In Tartar *v.* The Spring Creek Company (5 Cal. 396), the Court said: "The current of the decisions of this Court go to establish that the policy of this State, as derived from the legislation, is to permit settlers in all capacities to occupy the public lands, and by such occupation to acquire the right of undisturbed enjoyment against all the world but the true owner.

In evidence of this, acts have been passed to protect the possession of agricultural lands acquired by mere occupancy; to license miners; to provide for the recovery of mining claims; recognizing canals and ditches which were known to divert the water of streams from their natural channels for mining purposes, and others of the like character.

This policy has been extended equally to all pursuits, and no partiality of one over another has been evinced, except in the single case where the rights of the agriculturist are made to yield to those of the miner, where gold is discovered in his land. *This exceptional privilege is, of course, confined to public lands*, as we held in Stokes *v.* Barrett and others, at the last January term;" and after referring to some previous decisions, the Court observed that: "It results from the consideration we have given the case, *that the right to mine for the precious metals can only be exercised upon public lands*—that although it carries with it the incidents to the rights, such as the use of wood and water, *those incidents must also be of the public domain in like manner as the lands*—that a prior appropriation of either to steady individual purpose establishes a *quasi* private proprietorship, which entitles the holder to be protected in its quiet enjoyment against all the world but the true owner, except in the single case provided to the contrary by the statute which I have already adverted to."

In Fitzgerald *v.* Urton, (5 Cal., 309) the Court said: "The Legislature of our State, in the wise exercise of its discretion, has seen proper to foster and protect the mining interests as paramount to all others. In permitting miners, however, to go upon public lands occupied by others, it has legalized what would otherwise have been a trespass, and the act cannot be extended by implication to a class of cases not specially provided for."

OUR STATUTES RELATIVE TO MINING RIGHTS.

But it is contended by the learned counsel of the defendant, that these decisions, in limiting the license to the mines on the public lands, proceeded upon a misapprehension of the legislation of the State. We de not think so. The first statute respecting the mines was passed in 1850, and provides for the issuing of licenses to foreign miners. There is nothing in that act restricting in express terms the license to mine to the public lands, but such must evidently have been the intention of the legislature, as by the 14th section it is provided, that it shall be the duty of the Governor, so soon as he shall be officially informed of the passage of a law by Congress assuming the control of the mines of the State, to issue his proclamation requiring all collectors of licenses to foreign miners to stop the issuance of licenses. The legislation anticipated, manifestly had reference to the public lands. (Session Laws of 1850, chapter 97.) In the following year the law was repealed, and, in the same year, the Practice Act was passed, the 621st section of which provides, that "in actions respecting mining claims, proof shall be admitted of the customs, usages or regulations established and in force at the bar or diggings embracing such claim; and such customs, usages, or regulations, when not in conflict with the Constitution and laws of this State, shall govern the decision of the action." In 1852, the Act in relation to possessory actions was passed. That Act authorized suits by settlers on the public lands, for the purposes of cultivation or grazing, to maintain actions for interference with, or injuries done to their possessions, with a proviso, that if the lands thus occcupied include mines of the precious metals, the possession should not preclude entry upon the same as fully and unreservedly as it might have been made but for the possession.

There are other acts of a similar character, but we do not see anything in them which directly asserts a right to mines on private lands. The first Act relating to mining licenses refers, as we have seen, to the public lands. The subsequent Acts relating to such licenses do not contain the provision of the first, but in their passage the Legislature only adopted a municipal regulation to govern the conduct of a certain class of persons, for the purpose of raising revenue from them, and did not undertake to dispose of any proprietary interest which she may have possessed in the mines. The possessory Act applies only to public lands: and the provision as to the introduction of customs and usages in suits for mining, determines nothing beyond the admissibility of certain kinds of evidence.

The premises in controversy in the present case being private property, it follows that there is no pretense for the justification of the defense of a license from either the General or State Government. There must be, as held in Stokes *v.* Barret, more specific legislation than any yet resorted to, before the invasion of private property can be permitted in search of or for the extraction of the mineral. What that specific legislation must be, it is unnecessary to determine. It is but reasonable to say that it must embody provisions for the protection of the rights of the landed proprietor, and furnish ample indemnity against the damage arising frem the injury to his possession.

NO UNLIMITED LICENSE TO SPOLIATE LANDED ESTATE.

The doctrine of an unlimited general license—put forth in many instances, and advocated by the defense—is pregnant with the most pernicious consequences. If upheld, it must lead to the spoliation of landed estates, under the pretense of mining.

without possibility of protection or redress on the part of the owner. There is gold in limited quantities scattered through large and valuable districts, where the land is held in private proprietorship, and under this pretended license the whole might be invaded, and for all useful purposes destroyed, no matter how little remunerative the product of the mining. The entry might be made at all seasons, whether the land was under cultivation or not, and without reference to its condition, whether covered with orchards, vineyards, gardens, or otherwise. Under such a state of things, the proprietor would never be secure in his possession, and without security there would be little development, for the incentive to improvement would be wanting. What value could there be to a title in one man, with a right of invasion in the whole world? And what property would the owner possess in mineral land—or land suspected of being mineral—the land being to him poor and valueless just in proportion to the actual richness and abundance of its products?

There is something shocking to all our ideas of the rights of property in the proposition that one man may invade the possessions of another, dig up his fields and gardens, cut down his timber, and occupy his land, under the pretense that he has reason to believe there is gold under the surface, or if existing, that he wishes to extract and remove it.

We have thus gone over all the grounds taken by the defendant, and in none of them do we find any valid objection to the recovery of the plaintiff. In passing upon the case we have extended the greatest indulgence to the defendants. We have considered matters not brought in issue by the pleadings, and which, because not presented by any written allegations, were not entitled to notice. We have done so, partly because argument was allowed upon them before the Court without objection, but principally because we had hoped to thus put at rest forever the controversy between these parties. We do not intend, however, to allow this indulgence to be drawn into a precedent for permitting the loose practice thus adopted. If parties consent that defenses other than those alleged in their answers may be set up, they must be presented by regular written allegations, in a properly traversable form, or we shall not regard them. Judgment affirmed.

FIELD, C. J,

I concur: COPE, J.

REMARKS OF THE PRESS.

[From the SAN FRANCISCO TIMES, of November 17th.]

FREMONT TRIUMPHANT.

Whether or no a man has a right to his own seems to be a paradoxical proposition. Yet such a question has been before the Supreme Court of California for a long time, and we are at last informed that it has been decided in the affirmative. It has been contended that in California a man has no right to the minerals contained in his own lands, and a test of this question was to be tried before our Supreme Court, in the case of Biddle Boggs *v.* Merced Mining Company. The history of this case is so remarkable that, though it is quite familiar to our readers, we propose to review it briefly.

Like some owners of the soil under the laws of Mexico, Col. J. C. Fremont was obliged to go before the U. S. Land Commissioners to prove his title. This he succeeded in doing to the satisfaction of the Commissioners. But the case was appealed to the Supreme Court of the United States, when Fremont's claim was fully, and, it was supposed, finally confirmed. But now a new trouble arose. His papers, maps, and plats of the land claimed were missing. Some officious Democrat had stolen away the document, so that the patent could not issue. Fortunately, however, Fremont had duplicate copies of all his papers and plats, and his patent was prepared in accordance with the decision of the Supreme Court. But here a new difficulty appeared; Mr. Attorney General Cushing objected to the patent usually issued in such cases, contending, that if Fremont did own the land, he did not own the gold in it, and the patent must read accordingly. Col. Fremont then went to the President, who told him he would not stand any such nonsense. He ordered the patent made out in the usual form, and signed it himself.

The subsequent history of the claim is familiar to Californians. It will be remembered that our State Court, at a former trial, decided that Fremont had no title to the gold in his own land. This decision excited so much ridicule, and was so absurd on its face, that the Court was induced to allow the case to be re-opened. Since then the Court has changed its character somewhat, and last evening we learned that a final judgment had been passed in favor of Fremont.

The case is the most important ever adjudicated in California, for on the principle now enunciated must many other cases be decided. It has been conducted with great ability on both sides, and the counsel on the side of Fremont, Rufus A. Lockwood, Esq., who was lost on the *Central America*, increased his previous high reputation by the great ability displayed in the case. In the opinion of the Supreme Court of the United States his line of reasoning—the law of his brief—was almost morally followed. When, afterwards, Mr. District Attorney Inge refused to obey the order of the Supreme Court, contending that the patent was not to give any title to the mineral, it will be recollected that he was severely rapped over the knuckles for his presumptious contumacy.

It is creditable to the Supreme Court of this State that, although Col. Fremont is politically opposed to all the Judges upon the Bench, they have decided it on legal, and not political, grounds. All attempts to defeat the claim of Col. Fremont for the reason that he was a "Black Republican" have been entirely unavailing. The case was decided on its merits, and we suppose that now Fremont can go on and work his own mines in the same manner that any other man would work his own soil.

So it would seem that we are gradually escaping from under the cloud of uncertainty of title that had hung for years like night over our State. It was supposed years ago that if the United States patent were issued there would be an end to litigation in regard to title and boundaries. But the quibbles of lawyers, and the tricks of trespassers, have been able to defeat the intention of the Government, and the man with a patent in his pocket from the General Land Office might find it difficult to get possession of a foot of his own land.

Col. Fremont has been compelled, as it were, to bear the brunt in this conflict of titles. His was the first claim confirmed by the Commissioners, and his the first patent issued. On the strength of this, he was taxed for it, and, though he was not allowed by the people living on it to work it, or occupy it, yet he was modestly requested to pay the county taxes by the very people who denied his title and claimed it for themselves. But, with a firmness and resolution characteristic of the man, he has followed up his claim, asserted and maintained his rights against great odds, and at last has triumphed over all obstacles.

It is hard to conceive a case where indomitable will and iron nerve are more requisite than in a case like this. All the time subject to litigation that would have appalled a man of less resolution from its expense, Fremont has steadily pursued his object. He found, when he got possession of a part of his own vein, that if he would make it pay for working, he must attend to it himself. If left to agents, it would run him in debt. He must attend to it himself, or else make nothing out of it. So, for the last three years he has been giving it his entire personal attention, and is now getting his mills into such shape that his returns are becoming very large, and in a short time will be enormous. He can now go on without disturbance and finish his improvements, and henceforth enjoy in peace his own.

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[From the MORNING CALL, November 18.]

BIDDLE BOGGS VS. THE MERCED MINING COMPANY.

The decision rendered by the Supreme Court, on Tuesday, in this case, is undoubtedly the most important ever given in this State. Millions of dollars worth of mines and mining property were involved in the suit, and even the right of J. C. Fremont himself to the metals contained in his own lands was incidentally interested. Biddle Boggs had obtained from Col. Fremont a seven years lease of certain lands claimed by the latter under a United States patent; but which had been, from 1851 up to the present time, in possession of the Merced Mining Company. This company had opened shafts, run tunnels, and erected quartz mills and other buildings necessary for the profitable prosecution of mining. It is estimated that they have invested something like a million dollars on this claim. All this property will now pass into the hands of John C. Fremont, for it is shrewdly guessed that Boggs is merely the former's shadow, having no substance of his own. The history of this claim is somewhat interesting. In 1844, Micheltorena, then Governor of California, issued to Juan B. Alvarado a grant of a tract of land, known as Las Mariposas, to the extent of ten square leagues, lying within designated boundaries, embracing a much greater quantity. In 1847, Alvarado conveyed, for a valuable consideration, his interest in the tract to John Charles Fremont. In January, 1852, Fremont presented his claim under the grant to the United States Board of Land Commissioners for confirmation, and, in December of the same year, the claim was confirmed. On appeal to the United States District Court the decision of the Board was reversed ; but on appeal to the Supreme Court of the United States, the claim was adjudged to be valid, and the cause was remanded to the District Court for further proceedings. In pursuance of the mandate of the Supreme Court, a final decree of confirmation was entered in June, 1855. In July following, the specific quantity designated in the grant—ten leagues—was surveyed and segregated from the general tract embraced within the exterior boundaries of the grant, under the direction of the Surveyor General of the United States for California, and the survey was subsequently approved by that officer. Upon this survey and the decree of confirmation, a patent was issued on the part of the United States to Fremont, bearing date on the 19th of February, 1856, signed by the President and countersigned by the Acting Recorder of the General Land Office at Washington. The patent refers to the proceedings before the Land Commission, the appeals, and the judgments both of the District and of the Supreme Court, the final decree of confirmation, the survey thereunder and its approval, and, in terms, grants the land with the specific description of the approved survey, to Fremont and his heirs and assigns forever. It would seem from the decision before us that litigation had fairly exhausted itself in the vain endeavor to defeat Col. Fremont's title to Las Mariposas, and that now, as far as the law is concerned, he may rest in peaceful security. There is probably no man in the world possessed of as valuable a tract of land. Several of the richest quartz veins which have yet been developed in this State run through the claim, and with such machinery as may be erected for the extraction of gold, the revenue of Col. Fremont may be swelled to thousands of dollars per diem. In addition to valuable quartz veins, the claim embraces rich, deep and placer diggings, over which Fremont, under the decision before us, will exercise the rights of ownership. It has been supposed by many that miners have the right to enter any land and dig for minerals. The decision in this case gives a very clear and interesting exposition of how far this alleged right extends. The mineral lands (excepting those which have been released to individuals by Government patent) are part and parcel of the public domain, and no party but the Government itself can resist a trespass. In this case, the Government had ceded its proprietary rights to Fremont, and as Congress has never passed any special law regarding the minerals of our State, his claim to them could not be superseded by parties who presented no title to any portion of the lands derived from the superior owner, *i. e.*, the Government. The mineral constitutes part of the realty as much as the timber, and "no interest in it can pass except in the ordinary modes for the disposition of land.'

We may now look for a number of other actions of ejectment in various parts of the mining districts, which are covered by Mexican grants. There is one which covers several leagues in Calaveras county; another which takes in a large tract of valuable diggings in Amador, and which includes, we believe, the mining town of Dry Creek; others have been floated over the richest mines in Butte county, and still another reaches to the foothills beyond Red Bluff. The great injustice in the Fremont claim was first enacted by the Supreme Court when it floated the ten-league Fremont grant from "grazing land." where it properly belonged, to "mineral land," which was never called for in the original grant. We may refer to this subject again.

[From the SAN FRANCISCO TIMES, of Nov. 18th.]

LIGHT BREAKING.

The opinion of Chief Justice Field, in the case of Biddle Boggs *v.* Merced Mining Company, is in striking contrast with the most of the opinions rendered by the Supreme Court of California in times gone by, inasmuch as it shows that the whole merits of the case were thoroughly canvassed, and the law bearing upon it well understood. The Supreme Court of our State has not done very much in former times to elevate our character abroad; and this learned and elaborate opinion of Judge Field is of a strangely different character from the four-line opinions of his predecessor.

Apart from, and independent of all considerations of a political character, we think we are fully justified in commending this opinion. It is written in the style of a scholar, and shows a close legal investigation. The law is thoroughly examined, and the facts and precedents are carefully cited, analyzed and arrayed. The style and reasoning are an honor to the Chief Justice, whatever may be thought of his conclusion.

The uncertainty of title has been the greatest hindrance to the prosperity of California that her people have been compelled to encounter. That close observer and genuine philanthropist, Horace Greely, observed that, and in his letters to the *Tribune* alludes to it, saying that it would have been better for the State at large, if the absolute and undisputed title to the entire country had resided in a sinple individual, than that the people should be subject to the doubt and uncertainty that they have experienced. Though the large landholders have been put to great expense and delay by reason of this uncertainty of title, yet the greatest sufferers have been the squatters. In numberless cases they have gone upon land which they believed belonged to the United States, and supposed that by paying the government price they would get a complete title to their possessions. But when they found the land they occupied was claimed by others, they were not only afraid to improve it, but they entered into combinations to defeat the real owners.

In such a contest they could but lose. The law must finally triumph. The original grantee might be made bankrupt by the squatters, but his assignees were sure to win in the end. Hence we find at this time, that in the whole State of California there is scarcely a man to be found who has set himself up to hold land as a settler against a Mexican claimant who has a dollar to bless himself with. Different people have honestly believed that they were entitled to the same land, and while they spent their substance in litigation, they dared not place valuable improvements upon it. This opinion will put an end to much of this unprofitable litigation, as it settles certain principles that were held in doubt, and people can make their improvements, build houses, construct ditches, erect quartz mills without danger, if they hold under a United States patent, of being subsequently disposessed.

It is not only a subject of gratulation to the public at large that this question of titles is becoming settled, but it seems to be but an act of natural justice to Col. Fremont. He has for years been subject to unmeasured obloquy and abuse for pretending to own land which was not his. This decision vindicates his claim and his character. Indeed, he needed no vindication. His whole course in holding it and contending for its possession, clearly indicates that he had an abiding faith in the justice of his cause—though overwhelmed in law suits, and with no means to carry on his works; he has yet, in spite of all obstacles, gone on and erected the largest quartz mills in America. He was conscious that he had rights that would finally be respected and acknowledged; and, to maintain them he went upon the premises, and there on the side of Old Bullion, a mountain named after the father of his accomplished wife, he has lived both laboring and waiting—laboring to develop his property, and waiting the action of the Government to sustain him.

It is to be presumed that henceforth he will be at peace to push forward his improvements, and that the efforts of adverse parties will no longer be able to retard his well-directed energies. His perseverance under all the difficulties under which he has labored has been remarkable, and has justly entitled him to his final triumph and success, and no one, it would seem, could now wish otherwise than that he might enjoy the fruits for which he has labored so long, with little to encourage and sustain him, save a consciousness of right, and a heroic, gifted, resolute and devoted wife.

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[From the EVENING BULLETIN, of November 17th.]

MOST IMPORTANT JUDICIAL DECISION — THE GREAT MARIPOSAS MINING CASE.

The Supreme Court of this State, on Tuesday last, rendered its decision in the case of Biddle Boggs *v.* the Merced Mining Company. This suit involved the title of Col. Fremont to the Mariposas estate, his exclusive right to the minerals which the lands may contain, and other questions directly affecting his rights and interests, and of much collateral importance to the mining and agricultural classes of our population. Judge Baldwin having been counsel in the case, did not sit. The decision is said to have been written by Chief Justice Field, and is signed by himself and Justice Cope. It is marked by learning and acuteness of reasoning. The prominent facts in the case, as stated by the Court, are these:

In 1844, Juan B. Alvarado obtained from Governor Micheltorena a grant of a tract of land, known as Las Mariposas, to the extent of ten square leagues, lying within boundaries embracing a much larger quantity. In 1847 Alvarado conveyed this grant to Fremont. The grant having passed through the inferior tribunals, was duly confirmed by the Supreme Court in 1856. In July of the same year, the grant of ten leagues square was surveyed and separated from the public lands, and upon this survey a patent was issued by the United States Government on the 19th February, 1856. This patent includes the premises occupied by the Merced Mining Company, the party defendant. After the receipt of this patent, Col. Fremont leased them to Boggs, the plaintiff, for $1,000 *per annum.* The lease covers the extensive works of the Merced Company, and the lessee brings suit to recover possession. To resist a recovery, the defendant relied upon three grounds: 1st, fraud in the survey of the Alvarado grant, and the procurement of the patent by Fremont; 2d, estoppel from the declarations and conduct of Fremont; and 3d, a license from the Government to enter upon the premises and extract the gold. The Merced Company have been in possession since 1851, extracting gold, and their works are stated to have cost over $1,000,000.

The charge of fraud in the survey is discussed very elaborately, and the Court disallow it mainly upon the two grounds that it was not in proof, but was only alleged by counsel in argument, and that the Government is the only party which can lawfully complain of the fraud, if there is any. The Court, however, also say that, even were the fraud admitted, it would not invalidate the patent, or, at least, that it could not be considered in an action at law. They leave the inference, however, that it might be inquired into by means of proceedings in chancery.

On the ground of estoppel, the Court say:

"We pass to the second ground of defence, that of estoppel. The only matters alleged in the answer by way of estoppel are the private survey of Fremont in 1849, and his presentation of the same to the Board of Land Commissioners, as embracing and identifying the tract he claimed; and subsequent public and repeated disclaimers by him at the time the defendant took possession of the premises in controversy in 1851, and afterwards, up to July 1855, of any title or claim to the property, and of any title or claim to any land within the exterior bounds of the grant to Alvarado, except that designated in his survey."

The defence had proposed to take the testimony of Attorney General Cushing and the Commissioner of the General Land Office, to prove the alleged fraud in the procurement of the patent; and by a stipulation between parties, their evidence of as claimed by the defendants, was admitted by the plaintiffs; and so also of these allegations, in reference to estoppel, the testimony of absent witnesses for defendants was admitted *pro forma.* Assuming this evidence to have been in the record, the Court goes on to say, that Fremont might have made the representations and disclaimers in error and mistake as to his own rights, and without intention to deceive. Until the final survey was made, he could not know where the lines of his property would run; and the final survey could not be made, and of course was not, until after the mandate of the Supreme Court in 1855. Upon this point, as it has some interest in a personal as well as legal point of view, we give the words of the Court:

"The representations—under the circumstances, and the law governing the location of land claims under floating Mexican grants—could not be more than an expression of an opinion as to what ought to be its location, or the expression of a desire where it should be located. The defendant knew that the claim was a floating one—it is so averred to be in the answer—and evidently labored under the same mistake as to the right of the claimant to make the location as Fremont. The law was as well known to the company as to him; and both must be presumed to have known it, although in fact both were equally mistaken in its rule. To give the declarations and disclaimers made under these circumstances, the effect of an estoppel, operating, as it would, to deprive Fremont of his estate in the premises, and transfer it to the defendant, would be, in the highest degree, inequitable and unjust. There is no proof of any intention to deceive; nor of any facts from which such an intention can be justly inferred. The Court passed upon the question, and found against the charge, and thus swept out the only basis upon which it could rest. The defendant has no title to the land; that vested absolutely in Fremont by the final decree and approved survey, evidenced, as they are, by the patent under the signature of the President of the United States. Whether, notwithstanding, the title to the land is in Fremont, the defendant has a right to its use and occupation, as a mining corporation for the purpose of extracting the precious metals, is another question which we shall hereafter consider. To the land, the Company has no title; it does not claim under the pre-emption laws of the United States, and if it did, the claim would be untenable, as mineral land is expressly exempted from pre-emption by the legislation of Congress."

On the third and last point, to wit: the claim of the defendants to work the mines under a constructive and implied license from the General Government without regard to the private ownership of the lands, the Court says:

"In Hicks *v.* Bell, (3 Cal., 210,) this Court held that the mines of gold and silver belong to the State by virtue of her sovereignty. On the other hand, in this very case which we are now considering, Mr. Justice Burnett expressed the opinion that they belong to the United States by their succession to the rights of Mexico. And in the argument upon the re-hearing, the position taken in both of these cases, was attacked by many weighty considerations. *We do not purpose, however, to pass definitely upon the question;* it is not essential to the determination of this appeal that we should. The question is one of great magnitude and importance, and we purpose to postpone its consideration until it can be presented to a full bench. The situation of one of the Justices of this Court as former counsel of the respondent, necessarily excludes him from a participation in its decision in this action. *We shall not, therefore, inquire whether or not the mineral passes with the soil.* We shall assume with reference to its ownership the position most favorable for the defendant, that it belongs to the General Government or to the State, for if the ownership is not in one or the other, the case of the defendant is closed, and the defence left without any semblance of reason."

The Court then proceeded to argue, and to cite authorities in support of its position, that whether the ownership of the minerals be reserved in the United States or be vested in the State, the mining company can have no right to enter upon the premises of the grantee, Col. Fremont, in order to extract and remove it. After showing that this claim to a right of entry for the purpose named would be in practice an intolerable trespass, the Court concludes its remarks upon this head, and upon the whole case, by saying:

"There is something shocking to all our ideas of the rights of property in the proposition that one man may invade the possessions of another, dig up his fields and gardens, cut down his timber, and occupy his land, under the pretence that he has reason to believe there is gold under the surface, or, if existing, that he wishes to extract and remove it.

"We have thus gone over all the grounds taken by the defendant, and in none of them do we find any valid objection to the recovery of the plaintiff. In passing upon the case we have extended the greatest indulgence to the defendant. We have considered matters not brought in issue by the pleadings, and which, because not presented by any written allegations, were not entitled to notice. We have done so, partly because argument was allowed upon them before the Court without objection, but principally because we had hoped to thus put at rest forever the controversy between the parties. We do not intend, however, to allow this indulgence to be drawn into a precedent for permitting the loose practice thus adopted. If parties consent that defences other than those alleged in their answers may be set up, they must be presented by regular written allegations, in a properly traversable form, or we shall not regard them. Judgment affirmed."

FIELD, C. J.
COPE, J.

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[From the ALTA CALIFORNIA, of November 5th.]

THE RIGHTS OF MINERS.

The decision of the Supreme Court, in the suit of Boggs *v.* the Merced Mining Company, will be found in another part of this issue of the *Alta*. It is a document of great length, but its importance cannot be overrated, passing, as it does, upon a question of grave moment to California—the right to extract minerals from public or private lands. In fact, we do not call to mind a single decision of the Supreme Tribunal of the State heretofore made in which questions of greater importance have been involved. The decision is, therefore, worthy of general perusal and study.

The suit was brought by Boggs, as the lessee of Fremont, claiming a leasehold right of the property known as the Merced Mining Claim, situated on the Mariposa grant, to obtain possession of the same. The principal defense set up was that the survey of Fremont's grant, "*Las Mariposas*," was fraudulent and void ; he having originally located the grant upon agricultural lands in Mariposa county, and not taking in the property in dispute ; that subsequently, when the grant was laid off by the United States Surveyor-General, it was located in the mineral lands, and thus took in the Merced claim. The Court hold that a private location of a floating grant of land within a certain named area amounts to nothing. That it is only when the grant has been officially located by the United States Surveyor, that its boundaries can be defined.

Having fully decided the title to the land comprised in the grant, as located by the United States Surveyor-General, to be in Fremont, the Court proceeds to consider the right of miners to enter upon the same and extract the precious metals. This is done, however, without passing upon the question as to "whether or not the mineral passes with the soil," that being left for future adjudication by a full bench.

It is assumed, however, in passing upon the first named question, that the mineral "belongs to the General Government or to the State," a position unnecessary in itself to be taken, in order to enable the affirmative of the question of the right to extract the minerals from private lands, to be judicially considered at all.

The conclusion arrived at, after an elaborate examination of the question and the law bearing upon it is, that private property cannot be entered upon for the purpose of searching for the existence of precious metals, nor for the purpose of removing such metals if they are known to exist in or upon such property. And, that in regard to the public lands, the same rule would apply, if the General Government chose to enforce it. That miners are in fact only permitted to enter upon such lands to search for and remove the precious metals through the forbearance of the General Government; the latter a fact which we have taken occasion to iterate ourselves, upon more than one occasion, and more recently in response to the pamphlet of Mr. Gordon, upon mining titles.

While the Court held that the private domain of a citizen cannot be entered upon, for the purpose of removing precious metals, without his or their consent, there is plainly manifest, in support of this position, a leaning toward the declaration that the title to the land possesses the title to the precious metals which it contains, notwithstanding the fact that the Judges say that they "do not purpose to pass definitely on the question," in this decision.

If the conclusions arrived at in this decision by the Supreme Court be based upon sound law, we can imagine no possible argument more strongly in favor of a relinquishment by Congress of all title on the part of the General Government, and by the Legislature of all title on the part of the State, in and to the mineral lands, for the benefit of the miners who discover and work the same. For, until this is done, the whole mining population of California are nothing more or less than tenants at will, and however improbable or impossible it may seem to be that they will ever be disturbed in their possessions, either by State or Federal authorities, it is none the less an apparent fact that mining operations can never receive the full benefit of capital until mining titles are settled beyond the reach of interference on the part of the State or the nation. Until such a relinquishment is made, the mining interests of California must remain hampered and trammelled with this difficulty, and the mere declaratory assertion of writers who would assert a condition of affairs in regard to mining titles contrary to that which is laid down by the application of the immutable principles of the written law, amount to nothing, except that they point to a condition of affairs such as we can all most heartily wish *did* exist, but which is usually the progeny of the wish itself; right, equitable, and just, but not sustained by the law.

So far as this decision effects the miners upon the Fremont grant, it is most important. There are few grants in the State that furnish a parallel to it—the fee to nearly all the remaining portion of the mineral lands being vested in the General Government. It will operate then with peculiar hardship upon miners on the Fremont grant, unless the grantee sees fit to follow a similar course of policy to that pursued by the Government, which is scarcely presumable, as it would furnish an instance of individual magnanimity that has never yet been witnessed in the human family.

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[From the SAN FRANCISCO HERALD, of November 17th.]

Boggs *v.* The Merced Mining Company, a case involving rights of a very important character, was yesterday decided in the Supreme Court in favor of the former. Chief Justice Field delivered the opinion in the case—a model of masterly logical reasoning—Mr. Justice Cope concurring, and Mr. Justice Baldwin declining to participate, as he had in a previous stage of the case acted as counsel for one of the parties. In relation to the charge of fraud in the survey, the opinion says:

"Individuals can resist the conclusiveness of the patent only by showing that it conflicts with prior rights vested in them. At that time the pre-emption laws of the United States, under which the defendants assert their requisition of rights, were not extended to California. Any rights which they subsequently acquired, and must be subordinate to the result of the proceedings then pending by the grantees before the tribunals and officers of the United States. Those proceedings had for their object the recognition of the grantees' claim, and the determination of its location, with such precision as to leave no room for subsequent dispute and litigation. If settlers, after steps taken for confirmation, could by location acquire such rights to the premises as to authorize them to compel a patentee, in every suit for the recovery of his land, to establish the correctness of the action of the officers of Government in their survey and location, the patent, instead of being an instrument of quiet and security to the possessor, would become a source of perpetual and ruinous litigation, and the settlement of land titles in the country be delayed a quarter of a century."

The main feature of the decision is that private grants are not open to the public to search for minerals. The decision is undoubtedly a great triumph for the original claimants.

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[From the SACRAMENTO UNION, of November 10th.]

LEGAL DECLAMATION.

We notice in the *Alta*, of November 8th, the late argument of S. W. Inge, before the Supreme Court, in the case of Biddle Boggs *v.* the Merced Mining Company, in behalf of the defendants, phonographically reported. It occupies nearly four columns. It is not our purpose to review it at this time, but to give it a passing reference. Aside from an occassional attempt at argument, the effort appears to us to be a most elaborate, sophomorical piece of nonsense, and evidently designed to flatter the mining community at the expense of their good sense. It is charged, we know not with what truth, that it is intended for an electioneering document, and will be issued in pamphlet form to aid in the elevation of its author to a seat in the United States Senate. We will in this connection merely make two quotations as specimens of style and matter:

"Before the admission of California, when she was a territory, the richness of her mines in all the fullness of their splendor had been opened to the gaze of an admiring world. When she presented herself at Washington in 1850, nothing of her was visible except her radiant vestments of gold. It became a question of the first magnitude how Congress should treat the subject of the mines."

And again:

"Does not the miner, also, give a valuable consideration for the favor of the Government? No class of people in our wide Republic have incurred more perils, toiled more, or produced results so brilliant and wonderful as the miners of California. The have contributed to the wealth of the country countless millions, and with the accumulation of national wealth comes that increased importance in the scale of nations which makes our young Republic tower above the ancient crowns and scepters of the old world. The rugged mountains of quartz, blank, sterile and barren of surface, have been perforated to their heart's core, and compelled to yield up their rock-bound treasures. In drifts and lodes, by day and night, the fearless miner has pushed forward his enterprises into the bowels of the earth, successfully mastering the mighty obstacles which nature opposes to their Cæsarian assaults upon her vitals."

We imagine by this time our readers will conclude with us, that such empty and bald declamation is a "Cæsarian assault" upon "the vitals" of common sense and manly argument.

[From the NEWS LETTER, of November 21st.]

JOHN. C. FREMONT VICTORIOUS IN HIS CLAIMS TO THE MARIPOSA ESTATE.

After years of litigation in the courts at Washington, Col. Fremont's claim was ratified by the Supreme Court, when a band of squatters took possession of a portion of the most valuable part of his estate, disputing his right to the United States patent for the same. He was then compelled to enter the State Courts to assert his rights—the decision of Biddle Boggs *v.* The Merced Mining Company, was rendered on the 15th inst., by the Supreme Court of this State, affirming the decision of the District Court of Mariposa, which judgment was in favor of Fremont. By this decision the most important question ever adjudicated by American law courts has been set at rest forever—thus vindicating his claim in full to one of the most valuable estates in America. We know this decision will be hailed by shouts of joy among the million and a half of American freemen who cast their votes for him as the champion of the great Republican party in 1856. To recite the vicissitudes and embarrassments which Col. Fremont has labored under whilst this litigation has been pending, would require more space than the brevities of the *Letter* afford. Suffice it to say, that while the litigation was pending it had the tendency to paralize his credit, and so prostrating him that he was prevented from obtaining necessary funds for developing his property, but by his herculean efforts, indomitable energy, and iron will, at last all obstacles are overcome. He is now in a position to bring all parties into court and make them respect his title, and this we know from the law-abiding spirit of the Mariposa people, that as this important question is now finally settled—they will be anxious to confirm their well-believed assertion, that when the Court had settled all points in dispute, they would be the earliest and foremost to ratify the decree.

Col. Fremont will have completed, by the middle of December his immense forty-eight stamp quartz crushing mill, which. with the twenty-four stamp he has now at work, will give him seventy-two stamps, and crush, on the average, one hundred tons per day. These magnificent works, when completed, will be by far the most extensive of the kind on the American continent, and only excelled in magnitude by one in the world—we allude to those of San Juan del Rey, in Peru. The consummation of this noble enterprise for the development of California mines has been brought about by the extraordinary *physique*. indomitable energy, and wiry frame of Col. Fremont alone, who. from early dawn till dewy eve has incessantly devoted his untiring energies to this great enterprise. Amidst all these mental lacerations he has been cheered only by the smiles and affectionate solicitudes of a gifted, amiable and talented wife and family. We cannot close this article without referring to the able decision of Chief Justice Field and Associate Cope. The owners of this magnificent estate are Col Fremont, D. W. Perley and A. A. Selover. This important suit was commenced by the gifted lawyer Rufus A. Lockwood (lost on the *Central America*), and conducted with surpassing ability to a just conclusion by the Hon. Solomon Heydenfelt, Hon. Charles T. Botts, and Duncan W. Perley.